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MARIA PARAMO, & ROCIO BARBOSA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

ARACELI SANCHEZ, an individual,
MARIA PARAMO, an individual, ROCIO
BARBOSA, an individual

Plaintiffs,

v.

ABM INDUSTRIES, INCORPORATED, a
Delaware corporation; ABM JANITORIAL
SERVICES, INCORPORATED, a Delaware
corporation; ABM ONSITE SERVICES-
WEST, INCORPORATED, a California
corporation; MERCHANTS BUILDING
MAINTENANCE COMPANY, a California
corporation; MOISES ORNELAS, an
individual; ALLEN JUAREZ, an individual,
and DOES 1 through 10, inclusive,

Defendants.

Case No.

**Complaint for Damages, Restitution,
Declaratory, and Injunctive Relief for:**

- (1) **Failure to Prevent Harassment and
Discrimination under the FEHA;**
- (2) **Sexual Harassment in Violation of
the FEHA;**
- (3) **Retaliation in Violation of the
FEHA;**
- (4) **Sexual Battery;**
- (5) **Gender Violence under Cal. Civ.
Code § 52.4;**
- (6) **Failure to Pay Minimum Wage
under Labor Code;**
- (7) **Failure to Reimburse Reasonable
Expenses under Labor Code;**
- (8) **Unfair Competition in violation of
Cal. Bus. & Profs. Code § 17200**
- (9) **Negligent Hiring Supervision, and
Retention;**
- (10) **Blacklisting; and**
- (11) **Violation of Displaced Janitors Act**

JURY TRIAL DEMANDED

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1 Plaintiffs ARACELI SANCHEZ ("SANCHEZ"), MARIA PARAMO ("PARAMO"),
2 and ROCIO BARBOSA ("BARBOSA") (collectively referred to as "PLAINTIFFS") hereby
3 do complain as follows:

4 INTRODUCTION

5 1. Plaintiffs ARACELI SANCHEZ, MARIA PARAMO, and ROCIO BARBOSA
6 (collectively, "PLAINTIFFS") are janitorial workers and former employees of ABM Janitorial
7 Services, Inc. and ABM Onsite Services-West, Inc., subsidiaries of ABM Industries
8 Incorporated (collectively, "ABM" or "ABM DEFENDANTS"). For years, PLAINTIFFS
9 worked long hours, cleaning office buildings and other isolated settings, often alone and at
10 night, under the supervision of ABM's male supervisors, including Defendants MOISES
11 ORNELAS and ALLEN JUAREZ (together, "SUPERVISOR DEFENDANTS"). Instead of
12 providing PLAINTIFFS safe working conditions and employment free of discrimination and
13 harassment, ABM fostered a sexually hostile work environment in which the SUPERVISOR
14 DEFENDANTS were emboldened to sexually harass and assault PLAINTIFFS.
15 SUPERVISOR DEFENDANTS made sexually laden remarks, unwanted sexual advances,
16 exposed themselves, displayed and/or allowed other male employees to display pornography in
17 the workplace, and touched PLAINTIFFS in ways that were unwanted, intimidating, and
18 harmful. To ensure their silence, the SUPERVISOR DEFENDANTS threatened PLAINTIFFS
19 with violence and adverse employment actions, including reducing their hours and/or
20 termination. Despite PLAINTIFFS' numerous demands to stop, SUPERVISOR
21 DEFENDANTS' verbal and physical sexual harassment of PLAINTIFFS persisted for years,
22 without intervention or correction by ABM, which knew and/or should have known about the
23 prevalence of sexual harassment, including sexual assault, in its janitorial workplaces, and
24 knew or should have known about the particular vulnerability of employees like PLAINTIFFS
25 to that harassment. ABM's failure to take reasonable steps to prevent or remedy the chronic
26 violation of PLAINTIFFS' and other janitorial workers' rights to a safe and discrimination-free
27 workplace was, at all relevant times, willful, reckless, and contrary to its obligation to
28 proactively prevent and correct sexual harassment and sexual assault.

1 2. ABM has a long history of turning a blind eye to sexual harassment, up to and
2 including sexual assault, in its janitorial workplaces and of otherwise denying an equal
3 employment opportunity to female janitorial workers. As recently as 2013, ABM was subject
4 to a consent decree arising from a lawsuit brought by the U.S. Equal Employment Opportunity
5 Commission ("EEOC") on behalf of 21 Hispanic female janitorial workers who, like
6 PLAINTIFFS, had been subjected to "egregious sexual harassment," including sexual assault,
7 by ABM supervisors employed in the Central Valley region of California.¹ Thus, in
8 committing the discriminatory and otherwise unlawful conduct detailed herein, ABM not only
9 violated California law; it also flagrantly breached its covenants and duties under that consent
10 decree.

11 3. On November 30, 2015, ABM settled yet another case brought by a California
12 female janitorial worker who had been subjected to egregious sexual harassment and assault,
13 *Bojorquez v. ABM Industries Inc., et al.*, San Francisco Sup. Ct. Case No. CGC-10-495994.
14 Under that settlement, ABM has a duty to engage an outside neutral female investigator with
15 no stake in the outcome of the investigation whenever it receives any complaint from a female
16 janitorial employee in California alleging rape, a violent sexual assault, or an attempted rape.
17 Yet, when PLAINTIFFS made internal complaints about the violent sexual harassment they
18 had suffered at the hands of the SUPERVISOR DEFENDANTS in 2017, ABM chose to hire as
19 the investigator of those complaints, an employment lawyer who had defended ABM against
20 claims by employees on multiple occasions and was, at the time of conducting the
21 investigation, counsel of record for an ABM supervisor accused of sexual harassment in
22 pending litigation. At the end of ABM's untimely, inadequate, and deeply flawed
23 "investigation" into PLAINTIFFS' sexual harassment reports, ABM refused to disclose its
24 findings or the outcome of that investigation to PLAINTIFFS, and then failed to protect
25 PLAINTIFFS from subsequent harassment and retaliation after they returned to work.

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28 ¹ See *E.E.O.C. et al. v. ABM Industries Incorporated, et al.*, U.S. District Court (E.D. Cal.) No. 1:07-cv-01428-
LJO-JLT. The EEOC summarized the terms of the consent decree in its press release announcing the settlement
on September 2, 2010, available at <https://www.eeoc.gov/eeoc/newsroom/release/9-2-10.cfm>.

1 4. In addition to allowing the SUPERVISOR DEFENDANTS to sexually harass,
2 batter, and assault PLAINTIFFS, ABM also forced PLAINTIFFS to work off the clock,
3 laundering their own cleaning materials and tools (such as mop heads and rags) and failed to
4 reimburse PLAINTIFFS for expenses they incurred in the course of performing that work. As a
5 result, ABM unlawfully passed on the costs of running its business onto PLAINTIFFS and
6 willfully deprived PLAINTIFFS of minimum wages for all hours worked, all in violation of
7 the California Labor Code.

8 5. Finally, after notifying PLAINTIFFS that its Fresno office would be closing and
9 their employment with ABM would cease on March 26, 2018, ABM transferred and/or
10 subcontracted its contracts in the Fresno area to Defendant Merchants Building Maintenance
11 Company ("MBM"), which failed to hire or offer continued employment to PLAINTIFFS, as
12 required by the Displaced Janitors Opportunity Act, Labor Code section 1060 et seq.
13 PLAINTIFFS are informed and believe that ABM and/or the SUPERVISOR DEFENDANTS
14 prevented or attempted to prevent PLAINTIFFS from getting work with MBM and that ABM
15 failed to take reasonable attempts to prevent the blacklisting of PLAINTIFFS, in violation of
16 Labor Code sections 1050-1053.

17 6. PLAINTIFFS, therefore, seek general compensatory and punitive damages, as
18 well as declaratory and injunctive relief under the Fair Employment and Housing Act
19 ("FEHA"), restitution of unpaid wages and expenses as well as statutory penalties under the
20 Labor Code, all available equitable and injunctive relief under the Unfair Competition Law
21 (Bus. & Profs. Code § 17200, et seq.), and statutory costs and attorney's fees as redress for
22 DEFENDANTS' unlawful conduct.

23 **JURISDICTION AND VENUE**

24 7. This court is the proper court in which to bring this action because the wrongful
25 acts alleged occurred in its jurisdictional area and venue. The damages are in excess of the
26 court's jurisdictional limits. DEFENDANTS, and each of them, at all times mentioned herein,
27 maintained a substantial presence in Fresno County, California.

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1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES AS TO FEHA CLAIMS**

2 8. Plaintiffs SANCHEZ and BARBOSA timely filed their original Charges of
3 Discrimination and Retaliation against the ABM Defendants with the EEOC and the
4 Department of Fair Employment and Housing ("DFEH") containing allegations herein
5 expressed on October 4, 2017 (SANCHEZ Charge No. 485-2017-00378; BARBOSA Charge
6 No. 485-2017-00379); Plaintiff PARAMO filed the same on October 7, 2017 (PARAMO
7 Charge No. 485-2017-00380) (collectively, "Original Charges"). On February 6, 2019,
8 PLAINTIFFS timely filed additional charges of Discrimination and Retaliation against ABM
9 and MBM, containing allegations expressed herein (SANCHEZ Charge Nos. 485-2019-00213
10 and 485-2019-00214; PARAMO Charge Nos. 485-2019-00211 and 485-2019-00212; and
11 BARBOSA Charge Nos. 485-2019-00209 and 485-2019-00210) (collectively, "Additional
12 Charges").

13 9. On October 16, 2017, PLAINTIFFS, and each of them, received right to sue
14 notices from the DFEH relating to the Original Charges. On February 11, 2019, PLAINTIFFS
15 received right to sue notices from the DFEH relating to the Additional Charges. The right to
16 sue notices for the Original Charges and the Additional Charges provide that PLAINTIFFS
17 have one year from the date of the notices to file a lawsuit; provided, however, that the one-
18 year period is tolled during the pendency of the EEOC's investigation of PLAINTIFFS'
19 complaint. The EEOC continues to investigate PLAINTIFFS' Original and Additional
20 Charges. Accordingly, PLAINTIFFS have exhausted their administrative remedies and all
21 administrative requirements precedent to the institution of this lawsuit have been met.

22 **PARTIES**

23 10. Plaintiff SANCHEZ is, and at all times relevant was, an individual residing in
24 the State of California, County of Fresno. ABM employed Plaintiff SANCHEZ in the State of
25 California, County of Fresno beginning in or about 2003.

26 11. Plaintiff PARAMO is, and at all times relevant was, an individual residing in
27 the State of California, County of Fresno. ABM employed Plaintiff PARAMO in the State of
28 California, County of Fresno beginning in or about 2007.

1 12. Plaintiff BARBOSA is, and at all times relevant was, an individual residing in
2 the State of California, County of Fresno. ABM employed Plaintiff BARBOSA in the State of
3 California, County of Fresno beginning in or about 2014.

4 13. Defendant ABM Industries Incorporated ("ABM Industries") is a publicly
5 traded Delaware corporation (NYSE: ABM) with its principal place of business in New York,
6 NY, which at all relevant times, has been doing business and employing five (5) or more
7 persons in the State of California. At relevant times hereto, ABM Industries operated within
8 the County of Fresno and had an office located at 4747 N. Blendel #104, Fresno, California
9 93722. Defendant ABM Industries is the parent corporation of Defendants ABM Janitorial
10 Services, Inc. and ABM Onsite Services-West, Inc. ABM Industries operates through at least
11 nine wholly-owned ABM Janitorial Services subsidiaries throughout the United States,
12 including the two entities named as its co-Defendants in this action. PLAINTIFFS are
13 informed and believe and allege thereon that ABM Industries is an employer within the
14 meaning of California Government Code § 12926, subdivision (d).

15 14. Defendant ABM Janitorial Services, Inc. was a Delaware corporation with its
16 principal place of business in Houston, Texas and, at relevant times hereto, had an office
17 located at 4747 N. Blendel #104, Fresno, CA 93722. PLAINTIFFS are informed and believe
18 and allege thereon that ABM Janitorial Services, Inc. was, at all relevant times, an employer
19 within the meaning of California Government Code § 12926, subdivision (d) and changed its
20 name in 2014 to ABM Onsite Services, Inc.

21 15. At relevant times hereto, Defendant ABM Onsite Services-West, Inc. was a
22 California corporation. ABM Onsite Services-West, Inc. surrendered its rights and authority to
23 transact intrastate business in the State of California on June 21, 2017. PLAINTIFFS are
24 informed and believe and allege thereon that ABM Onsite Services-West, Inc. was, at all
25 relevant times, an employer within the meaning of California Government Code § 12926,
26 subdivision (d). (Hereafter, ABM Industries Incorporated, ABM Janitorial Services, Inc., and
27 ABM Onsite Services-West, Inc. will be collectively referred to as "ABM.")

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1 16. At all times herein mentioned, each ABM Defendant was the agent or employee
2 of each of the other ABM Defendants and was acting within the course and scope of such
3 agency or employment. PLAINTIFFS are informed and believe and thereon allege that ABM
4 Defendants are liable to PLAINTIFFS as joint (a.k.a. "dual") employers or as a single
5 integrated enterprise/single employer. Because PLAINTIFFS have not had access to, nor been
6 privy to, the negotiations between Defendant ABM Industries Incorporated, on the one hand,
7 and Defendants ABM Janitorial Services, Inc. and ABM Onsite Services-West, Inc., on the
8 other hand, they do not have sufficient information to determine whether these
9 DEFENDANTS were acting as joint employers, or as a single integrated enterprise/employer.
10 Whether acting as joint employers or as a single employer, ABM Defendants are all jointly and
11 severally liable for the damages and other amounts or relief owed to PLAINTIFFS under
12 common law and by statute.

13 17. PLAINTIFFS allege that to the extent that an ABM Defendant perpetuated
14 certain acts and omissions, the remaining DEFENDANTS confirmed and ratified said acts and
15 omissions.

16 18. Based on information and belief, Defendant Moises Ornelas ("ORNELAS") is,
17 and at all times relevant was, an individual residing in the State of California, County of
18 Fresno. ABM employed ORNELAS as a supervisor within the meaning of Government Code
19 § 12926, subdivision (t). Based on information and belief, ABM granted ORNELAS actual or
20 apparent authority to hire, fire, schedule, grant, or refuse requests for time off, and/or direct
21 daily activities of ABM employees. ORNELAS directly supervised SANCHEZ from 2003
22 through April 2017, and directly supervised PARAMO from 2007-2009, and from 2016
23 through May 2017 at ABM.

24 19. Based on information and belief, Defendant Allen Juarez ("JUAREZ") is, and at
25 all times relevant was, an individual residing in the State of California, County of Fresno.
26 ABM employed JUAREZ as a supervisor within the meaning of Government Code § 12926,
27 subdivision (t). Based on information and belief ABM granted JUAREZ actual or apparent
28 authority to hire, fire, schedule, grant, or refuse requests for time off, and/or direct daily

1 activities. JUAREZ supervised BARBOSA from 2014 through May 2017 at ABM. JUAREZ
2 intermittently supervised PARAMO from 2008 through 2009.

3 20. Defendant Merchants Building Maintenance Company ("MBM") is, and at all
4 relevant times herein was, a California corporation with its principal place of business in
5 Monterey Park, California. PLAINTIFFS are informed and believe and allege thereon that
6 MBM is an employer within the meaning of California Government Code § 12926, subdivision
7 (d).

8 21. PLAINTIFFS are informed and believe and thereon allege that MBM is liable to
9 PLAINTIFFS as a co-conspirator of or as a successor in interest to ABM Defendants. Because
10 PLAINTIFFS have not had access to, nor have been privy to, the negotiations between ABM
11 Defendants and MBM, they do not have sufficient information to determine whether these
12 DEFENDANTS were acting as co-conspirators or whether MBM was acting as a successor in
13 interest of ABM. Whether MBM was acting as a successor in interest or whether it was
14 conspiring with ABM, MBM and ABM defendants are jointly and severally liable for the
15 damages and other amounts of relief owed to PLAINTIFFS under common law and by statute.

16 22. The true names and capacities of the DEFENDANTS sued herein as Docs 1
17 through 10, inclusive, whether individual, corporate, associate, or otherwise are unknown to
18 PLAINTIFFS, who therefore sue such DEFENDANTS by fictitious names pursuant to Code of
19 Civil Procedure § 474. PLAINTIFFS are informed and believe and allege thereon that each of
20 the fictitiously-named DEFENDANTS is responsible in the manner set forth herein, or in some
21 other manner for the occurrences alleged herein and that the damages as alleged herein were
22 proximately caused by their conduct. PLAINTIFFS are informed and believe and allege
23 thereon, that each of the fictitiously named DEFENDANTS is a California resident.
24 PLAINTIFFS will amend this complaint to allege the true names and capacities of each of the
25 fictitiously-named Defendants when they have been ascertained.

26 23. PLAINTIFFS are informed and believe and thereon allege that each of the
27 DEFENDANTS, including the Doc Defendants, except for those acts specifically alleged
28 against MBM, acted in concert with each and every other Defendant, intended to, and did,

1 participate in the events, acts, omissions, practices and courses of conduct alleged herein, and
2 was a proximate cause of damage and injury thereby to PLAINTIFFS as alleged herein.

3 FACTUAL ALLEGATIONS

4 A. PLAINTIFF SANCHEZ

5 24. ABM hired SANCHEZ in approximately 2003 as a janitor cleaning offices and
6 medical buildings. Generally, her shift was from 5:30 p.m. until 2:00 a.m., Monday through
7 Friday. When SANCHEZ began at ABM, she reported only to Defendant Moises Ornelas
8 ("ORNELAS"), her supervisor.

9 25. SANCHEZ is unable to read or write in English or Spanish and can only sign
10 her name. ABM knew or should have known this about SANCHEZ at the time it hired her,
11 yet, throughout her employment, ABM presented SANCHEZ with numerous documents and
12 required her to sign and/or initial them without explaining the contents of the documents to her.

13 26. At no time during SANCHEZ's employment did ABM provide her with any
14 information or training about what sexual harassment was, that she had a right to a harassment-
15 free work environment, or about how or where she could complain about harassment.

16 27. PLAINTIFFS are informed and believe that during SANCHEZ's employment,
17 ABM had an unlawful policy or practice of falsifying and/or maintaining falsified documents
18 in employee personnel files that purported to show the employees had received information or
19 training about its sexual harassment-related policies, when they in fact, had not. The purpose
20 and impact of this practice was to create additional and unlawful barriers and burdens on
21 employees with respect to reporting or complaining about sexual harassment and to chill
22 and/or interfere with employees' exercise of rights under the FEHA and other laws.

23 28. For example, ABM maintained documents in SANCHEZ's personnel file that
24 contain signatures of SANCHEZ's name but that were not actually signed by SANCHEZ, one
25 of which is entitled, "*Política Contra Acoso en el Lugar de Trabajo*," which translates as,
26 "Policy Against Harassment in the Workplace." The date on the document is December 7,
27 2012, about nine years after SANCHEZ was first hired by ABM in 2003. However, at no time
28 prior to 2017 did ABM ever inform SANCHEZ about the existence of a policy against

1 harassment or provide her with a copy of the policy, and SANCHEZ did not sign the
2 document. A true and correct copy of the falsified policy document ("Politica contra acoso en
3 el lugar de trabajo") is attached hereto as Exhibit A.

4 29. Another document ABM maintained in Sanchez's personnel file is also written
5 in Spanish and entitled, "*Politica de Relaciones Consensuales*," which translates as
6 "Consensual Relationships Policy." At no time did ABM inform SANCHEZ about the
7 existence or explain the content of such a policy to SANCHEZ, nor did ABM provide her with
8 a copy of the policy while she was working. A true and correct copy of the "*Politica de*
9 *Relaciones Consensuales*" is attached hereto as Exhibit B.

10 30. ABM also maintained a document as part of SANCHEZ's personnel file written
11 in Spanish and entitled, "*Acuerdo de Relaciones Consensuales*," which translates in English as
12 "Consensual Relationships Agreement." This document bears SANCHEZ's alleged signature
13 and is dated December 7, 2012. It erroneously asserts that she has read and understood ABM's
14 Consensual Relationships Policy and a policy that prohibits sexual harassment. It also purports
15 to state that SANCHEZ was in a voluntary consensual relationship at work with another
16 employee - the name of the other employee to be included is blank. Nobody at ABM ever
17 showed or explained this document or the "policy" it purports to describe to SANCHEZ.
18 SANCHEZ has never had a "consensual [sexual or romantic] relationship" with another ABM
19 employee. A true and correct copy of the "*Acuerdo de Relaciones Consensuales*" is attached
20 hereto as Exhibit C.

21 31. As SANCHEZ's supervisor from 2003 to 2017, ORNELAS directly supervised
22 SANCHEZ's daily activities, controlled her work schedule including times and locations, and
23 directed her job duties. At all relevant times, ORNELAS maintained authority from ABM
24 and/or led SANCHEZ to believe that he had the authority to take adverse action against
25 SANCHEZ, including and up to her termination.

26 32. ORNELAS began to sexually harass SANCHEZ in approximately 2004 when
27 ORNELAS would frequently comment about SANCHEZ's buttocks and tell her that he wanted
28 to feel it wrapped around his penis; he would bring pornographic magazines to work; and

1 would often watch pornographic videos in SANCHEZ's presence. ORNELAS engaged in
2 these unwelcome and unwanted behaviors for fourteen years despite SANCHEZ's frequent
3 demands that he stop.

4 33. ORNELAS drove a double cab truck and would regularly call SANCHEZ to his
5 truck under the guise of providing her cleaning supplies, but instead, would watch pornography
6 and begin masturbating in SANCHEZ's presence.

7 34. From about 2009 to 2017, ORNELAS repeatedly demanded that SANCHEZ
8 perform oral sex or touch his exposed penis.

9 35. Inside the buildings she cleaned, ORNELAS would ask SANCHEZ, "Do you
10 want some of this?" while simultaneously taking his penis out of his pants and exposing
11 himself to her. When SANCHEZ would ask that he put his penis away, ORNELAS would
12 threaten her job and safety. He would say, "*Si no por las buenas, por las malas,*" meaning that
13 he would get his way with her, "one way or another."

14 36. While ORNELAS' harassment of SANCHEZ continued for years, SANCHEZ
15 did not know how or to whom to report ORNELAS, as ABM did not provide SANCHEZ with
16 that information. Moreover, ORNELAS frequently told SANCHEZ that nobody would believe
17 her if she reported his behavior and threatened to fire SANCHEZ if she reported him to anyone
18 at ABM. ORNELAS also threatened SANCHEZ with physical harm and told her that he could
19 have her sent to jail. ORNELAS' threats to SANCHEZ rendered her unable to report the
20 harassment and misconduct to ABM, as SANCHEZ feared for her safety and feared that
21 ORNELAS would retaliate and take adverse action against her for reporting.

22 37. On February 5, 2014, sometime roughly between 11 pm and midnight,
23 ORNELAS showed up to the building that SANCHEZ was cleaning and ordered SANCHEZ to
24 come help him clean a new office building. He demanded that they both travel to the work site
25 in his truck. However, instead of driving to the new building, ORNELAS drove SANCHEZ to
26 an orchard. When they arrived, ORNELAS stepped out of his truck and locked his door,
27 walked to SANCHEZ's side of the door, opened it, and proceeded to tell SANCHEZ that he
28 was finally going to get what he was after. He proceeded to pull her pants down. SANCHEZ

1 screamed and demanded that ORNELAS stop assaulting her. ORNELAS eventually relented
2 and drove her back to her car.

3 38. ORNELAS' attempted rape of SANCHEZ on February 5, 2014 traumatized
4 SANCHEZ so much that she called the police and made a report, but decided later, out of fear,
5 not to press charges. Instead, she pleaded with ORNELAS to stop harassing her at work.
6 Although he stopped for about a week, ORNELAS told SANCHEZ that he liked her, wanted to
7 have a relationship with her, and continued to harass SANCHEZ at work.

8 39. Over the next two years, ORNELAS continued to relentlessly harass
9 SANCHEZ by taking his penis out of his pants, asking SANCHEZ to perform oral sex, or
10 demanding that SANCHEZ touch his penis. When he was able to get close enough,
11 ORNELAS would grab SANCHEZ by the back of the head and try to force her to her knees to
12 provide ORNELAS oral sex. ORNELAS routinely continued to make lewd comments to
13 SANCHEZ and took every opportunity to catch SANCHEZ off-guard so he could thrust
14 himself against SANCHEZ's buttocks or grab her breasts while she was working. SANCHEZ
15 rejected all of ORNELAS' unwelcome sexual conduct and tried to stay away from ORNELAS
16 as much as possible throughout her time at ABM.

17 40. From about 2015 to 2016, while SANCHEZ worked at one of the medical
18 clinics that had a contract with ABM, a male co-worker named Alejandro (last name
19 unknown), showed SANCHEZ and others pornography on his phone at work, which made
20 them very uncomfortable. In 2016, SANCHEZ and one of her co-workers, Tina Soto de
21 Lewis, complained about Alejandro. Soto de Lewis put their complaint in writing, both she
22 and SANCHEZ signed it, and they gave it to ORNELAS, who was also Alejandro's
23 supervisor. SANCHEZ hoped that this complaint would stop the harassment by Alejandro and
24 send a message to ORNELAS that his behavior was not acceptable. Instead, ORNELAS got
25 angry at SANCHEZ and Soto de Lewis, telling them some days after they had made their
26 complaint, "Are you happy now, bitches? You got him fired!" A few days later, ORNELAS
27 again warned SANCHEZ not to report ORNELAS. ORNELAS told SANCHEZ that she had
28 no rights and that no one would believe her anyway.

1 41. Roughly two weeks after SANCHEZ and Soto de Lewis complained about
2 Alejandro, ORNELAS assigned SANCHEZ and Soto de Lewis an additional building to clean
3 during their already packed eight-hour shift, without allotting any additional time or offering to
4 pay them overtime to clean the additional building.

5 42. In 2016, SANCHEZ became pregnant. SANCHEZ hoped that her pregnancy
6 would dissuade ORNELAS from continuing his sexual advances and assaults on her, but
7 ORNELAS' attacks persisted and even became more vicious. ORNELAS would tell
8 SANCHEZ, who was now in a more physically vulnerable state given her pregnancy, that he
9 wanted to have sex with her while she was pregnant because ORNELAS liked her buttocks
10 being so big. At one point in or about SANCHEZ's fourth month of pregnancy, ORNELAS
11 snuck up on SANCHEZ while she was working, as he had done frequently. This time, while
12 SANCHEZ was bent over in the supply closet at one of the office buildings she cleaned,
13 ORNELAS placed his hands upon SANCHEZ's hips and thrust his erect penis against her
14 buttocks area from behind. SANCHEZ pleaded with ORNELAS for him to stop this behavior
15 and asked ORNELAS to respect her, especially during her pregnancy. ORNELAS dismissed
16 SANCHEZ's pleas and continued to make comments about wanting to have sex with her while
17 she was pregnant.

18 43. Frustrated with ORNELAS' continuing onslaught of harassment, threats, and
19 retaliation, SANCHEZ filed a second police report on April 5, 2017, recounting many of the
20 incidents of assault and battery stated above. It was not until SANCHEZ obtained assistance of
21 counsel that SANCHEZ was able to make a formal complaint to ABM about ORNELAS'
22 sexual harassment, assault and discrimination on or about April 18, 2017.

23 44. In addition to subjecting SANCHEZ to unrelenting sexual harassment,
24 ORNELAS abused his actual and apparent authority over SANCHEZ in other ways as well.
25 For example, one of SANCHEZ's children suffers from severe asthma and, during the relevant
26 time period, frequently required treatment at Valley Children's Hospital in Madera, California.
27 On numerous occasions in about 2015, SANCHEZ informed ORNELAS that her child was
28 undergoing treatment at the hospital and that she would be unable to make it to work. Rather

1 than allow SANCHEZ to take time off to care for her seriously ill child, as required under state
2 and federal law, ORNELAS would demand that SANCHEZ show up to work and threaten to
3 fire her if she did not. Because she needed the job, SANCHEZ would follow ORNELAS'
4 orders, which meant leaving her child's side for hours at a time while he was hospitalized.

5 45. In about March or April of 2016, SANCHEZ went on maternity leave. At the
6 time she notified ABM that she would be taking pregnancy-related leave, ABM failed to
7 provide her with notice of her rights under California's Fair Employment and Housing Act or
8 the Pregnancy Disability Leave Law. Nobody at ABM told SANCHEZ about her right to
9 reasonable accommodations for her pregnancy and pregnancy-related condition(s) and nobody
10 informed her about her right to take job-protected pregnancy disability leave before and after
11 childbirth. Nor did ABM provide SANCHEZ with any information about her right to take up
12 to 12 weeks of job-protected, unpaid leave to bond with her newborn child under the California
13 Family Rights Act (CFRA) and federal Family Medical Leave Act (FMLA). Instead, while
14 SANCHEZ was on leave, she received multiple phone calls from ORNELAS in which he
15 demanded that she come back to work and threatened that SANCHEZ would lose her job if she
16 did not return soon. As the result of ABM's failure to notify SANCHEZ of her rights and
17 ORNELAS' pressure and threats, SANCHEZ feared that ORNELAS might fire SANCHEZ if
18 she did not return to work as quickly as possible after giving birth, and so returned to work
19 when her child was just 40 days old. At no point after she returned to work did anyone at ABM
20 inform SANCHEZ that she could have stayed out longer on job-protected leave.

21 46. Throughout her employment at ABM, SANCHEZ's hourly rate was set at an
22 amount equal to the state minimum wage. At ORNELAS' instruction, SANCHEZ and others
23 were required to take home the dust rags and mop heads they used for work in order to launder
24 them, off the clock and at their own expense. As a result, SANCHEZ spent approximately \$42
25 per week to wash and dry the rags and mop heads on her own time at coin-operated
26 laundromats, using detergent that she also had to purchase with her own money. SANCHEZ
27 estimates that laundering these materials two to three times per week required her to work 3-5
28 hours per week from 2005 until 2017. ABM never paid SANCHEZ for the time she spent

1 cleaning these items nor did ABM reimburse her for the costs and expenses she incurred in
2 performing this work.

3 **B. PLAINTIFF PARAMO**

4 47. ABM hired PARAMO in approximately 2007 as a janitor cleaning offices and
5 medical buildings. Generally, her shift was from 8:00 p.m. until 4:00 a.m. Monday through
6 Friday. When PARAMO began at ABM, she reported to Defendant ORNELAS.

7 48. At no time since PARAMO started working at ABM in 2007 did anyone inform
8 PARAMO about what sexual harassment was, or how or where to complain about it. At no
9 time during her employment did ABM provide any training to PARAMO regarding its policies
10 against sexual harassment or about her legal right to a harassment-free work environment.

11 49. PARAMO cannot read or write fluently in English, which ABM knew or should
12 have known at the time it hired her. On one of the first days of PARAMO's employment,
13 ABM presented PARAMO with numerous documents to sign and/or initial, but no one
14 explained the contents of the documents. PARAMO was simply told to sign them. PARAMO
15 does not recall receiving copies of any sexual harassment policies from ABM. The only copies
16 of sexual harassment policies that ABM maintained in PARAMO's personnel file are in
17 English.

18 50. As PARAMO's Supervisor from 2007 to 2009 and from 2015 to 2017,
19 ORNELAS directly supervised PARAMO's daily activities, controlled her work schedule
20 including times and locations, and directed her job duties. At all relevant times, ORNELAS
21 maintained authority from ABM and/or led PARAMO to reasonably believe that he had the
22 authority to take adverse action against PARAMO, including and up to her termination.

23 51. ORNELAS began harassing PARAMO in 2008 when she was cleaning bank
24 buildings in downtown Fresno. ORNELAS would instruct PARAMO's coworker to take a
25 break and go to the corner store so that ORNELAS and PARAMO could be left alone. During
26 the time that the coworker was at the corner store, ORNELAS asked PARAMO to stroke his
27 penis through the outside of his pants. ORNELAS forced PARAMO's hand onto his penis on
28 the inside of his pants as well. ORNELAS repeated this conduct on multiple occasions in 2008

1 and 2009, despite PARAMO's repeated requests for him to stop.

2 52. In or about 2008 or 2009, during one of the times that ORNELAS managed to
3 send PARAMO's coworker to the corner store so that ORNELAS and PARAMO could once
4 again be alone together, PARAMO was cleaning when ORNELAS forced her onto a table.
5 ORNELAS used his body weight to restrain PARAMO as he digitally penetrated PARAMO
6 (in her vagina) despite PARAMO's repeated requests for him to stop. ORNELAS then
7 proceeded to wash his hands and threaten PARAMO that nobody would notice or know about
8 what ORNELAS did. PARAMO's fear of ORNELAS increased after this incident, but
9 PARAMO was afraid to report ORNELAS and did not know to whom to report him. She
10 feared that ORNELAS would fire her if she made any complaints. ORNELAS continued to
11 harass PARAMO even after he digitally raped her.

12 53. PARAMO continued to experience harassment from ORNELAS in the form of
13 lewd comments and unwelcomed sexual advances. ORNELAS routinely placed his hands on
14 PARAMO's hips and thrust at her from behind when she was bent over cleaning. ORNELAS'
15 behavior continued until sometime in 2009 or 2010, when ABM transferred PARAMO to work
16 as a janitor at California State University, Fresno ("Fresno State"). While working at Fresno
17 State, ORNELAS no longer supervised PARAMO, and she ceased to have any further contact
18 with ORNELAS until 2016.

19 54. Defendant Allen Juarez ("JUAREZ") intermittently supervised PARAMO from
20 2008 through 2009, when she cleaned a building that JUAREZ supervised. During this time,
21 JUAREZ directly supervised PARAMO's daily activities, controlled her work schedule
22 including times and locations, and directed her job duties. At all relevant times, JUAREZ
23 maintained authority from ABM and/or led PARAMO to reasonably believe that he had the
24 authority to take adverse action against PARAMO, including and up to her termination.

25 55. JUAREZ harassed PARAMO in 2008 to 2009 by telling her that he wanted to
26 have sex with her and proceeding to make explicit and offensive sexual gestures at random
27 times during work hours. JUAREZ's unwanted sexual gestures and lewd comments toward
28 PARAMO continued despite PARAMO's repeated demands for JUAREZ to stop his

1 inappropriate behavior.

2 56. In 2009, JUAREZ made an urgent phone call to PARAMO on a day that she
3 was not working and demanded that PARAMO show up at the building she normally cleaned
4 under his supervision. Believing that she missed something or had done something wrong,
5 PARAMO rushed right over only to discover JUAREZ had called her there to get her alone.
6 There was no real emergency. JUAREZ told PARAMO to get in his car and proceeded to
7 make verbal sexual advances towards PARAMO. PARAMO rejected JUAREZ's advances
8 and asked him to stop this type of behavior.

9 57. PARAMO ceased to have further contact with JUAREZ when she started
10 working at Fresno State in or about 2009 or 2010.

11 58. In January 2016, ORNELAS contacted PARAMO and her co-workers at Fresno
12 State to advise them that ABM was no longer contracted to clean that site. Needing to work,
13 PARAMO asked ORNELAS if ABM had any other positions available. ORNELAS told
14 PARAMO he would check and that she should call him in a few days.

15 59. Upon calling ORNELAS a few days later, ORNELAS informed PARAMO that
16 ABM would be able to place her at another location (under his supervision), but not for a full 8
17 hour per day shift. ORNELAS further told PARAMO that if she wanted to get a full eight hour
18 per day shift she would need to provide him with oral sex. Otherwise, ORNELAS would not
19 give her a full day's worth of work.

20 60. When PARAMO started working with ORNELAS again in 2016, he began to
21 sexually harass her again almost immediately. Shortly after she began working in one of the
22 buildings he supervised, ORNELAS went to see her and said, "*ya regreso mi leoncita, ahora a*
23 *ver si comienza lo que quiero*" which translates to, "my little lioness has come back; now let's
24 see if I can start what I want."

25 61. When he was able to get close enough, ORNELAS would grab PARAMO by
26 the back of the head and try to force her to her knees to provide him with oral sex.

27 62. ORNELAS also told PARAMO that she should have sex with him and stated
28 that she would not regret it as ORNELAS was well endowed. ORNELAS continued to

1 verbally harass PARAMO until approximately May 2017, when PARAMO was placed on
2 leave while ABM investigated her and the other PLAINTIFFS' sexual harassment complaints,
3 as alleged in further detail below.

4 63. In or about 2016, when PARAMO was again under ORNELAS' supervision,
5 PARAMO sometimes worked with Eduardo Braccamontes, an ABM foreman. Braccamontes
6 told PARAMO that ORNELAS spied on PARAMO while she worked. PARAMO herself
7 observed ORNELAS reprimanding Braccamontes when he interacted with PARAMO, even
8 though he was only doing his job. Braccamontes told PARAMO that he was aware of
9 ORNELAS' inappropriate sexual intentions with PARAMO, but he did not report ORNELAS
10 to ABM.

11 64. In or about April of 2017, PARAMO had her last interaction at work with
12 ORNELAS. ORNELAS asked PARAMO to meet him at a gas station so that he could give her
13 the keys she needed for the buildings she had to clean that day. ORNELAS stated that someone
14 had made complaints about him and he then threatened PARAMO to stay silent. ORNELAS
15 warned PARAMO, "*vale mas que te quedes callada porque se donde vives y como se ven tus*
16 *hijas*," which roughly translates as, "You better stay quiet because I know where you live and
17 what your daughters look like."

18 65. In addition to ORNELAS' harassment of PARAMO, ORNELAS also instructed
19 PARAMO to regularly take home the dust rags and mop heads that she used for work to
20 launder them, off the clock and at her own expense. As a result, during the years 2015 to
21 approximately April 2017, PARAMO spent approximately \$42 per week to wash and dry rags
22 on her own time at coin-operated laundromats, using detergent that she purchased with her
23 own money. PARAMO estimates that she spent between 3-5 hours per week doing this off-
24 the-clock work. ORNELAS also required PARAMO to purchase the liquid floor cleaner that
25 was necessary to mop one of the clinics she cleaned. ABM never paid PARAMO for the time
26 she spent cleaning these items nor did ABM reimburse her for the costs and expenses she
27 incurred in performing this off-the-clock work.

28 ///

1 **C. PLAINTIFF BARBOSA**

2 66. ABM hired BARBOSA in approximately May 2014 as a janitor. Within a year,
3 in or around May 2015, she was promoted to lead floor cleaner. Although her shift could vary
4 based upon customer needs, her shift was generally from 5:30 p.m. until 2:00 a.m. BARBOSA
5 was the only female employee in a crew that varied between five and six workers.

6 67. Since starting at ABM in May 2014, ABM never informed BARBOSA how or
7 where to complain about harassment, nor did ABM train BARBOSA regarding her right to a
8 harassment-free work environment. On one of her first days of employment with ABM, ABM
9 presented BARBOSA with numerous documents to sign and/or initial without explaining the
10 contents of the documents. BARBOSA was simply told to sign them.

11 68. JUAREZ supervised BARBOSA from 2014 through May 2017. JUAREZ
12 directly supervised BARBOSA's daily activities, controlled her work schedule including times
13 and locations, and directed her job duties. At all relevant times, JUAREZ maintained authority
14 from ABM and/or led BARBOSA to reasonably believe that he had the authority to take
15 adverse action against BARBOSA, including and up to her termination.

16 69. JUAREZ began harassing BARBOSA in approximately 2015, before
17 BARBOSA was promoted to lead floor cleaner. JUAREZ normally worked in ABM's Fresno
18 Office and although only the lead floor cleaner was required to get the assignment and
19 distribute it to the rest of the crew, JUAREZ frequently found ways to call BARBOSA to his
20 office from the adjacent warehouse, where he would accost her. JUAREZ called BARBOSA
21 into his office approximately three times per week.

22 70. When JUAREZ called BARBOSA to his office he demanded that BARBOSA
23 leave her phone outside of the office so that they would be free from "interruptions." Once in
24 his office, JUAREZ would embrace BARBOSA from behind, stick his hands up BARBOSA's
25 shirt, grab at her breasts, and ask that BARBOSA give him "a little taste." Disgusted and
26 shocked, BARBOSA would push JUAREZ away and repeatedly tell him to leave her alone.

27 71. In or about May of 2015, ABM promoted BARBOSA to "lead" floor cleaner.
28 As lead, BARBOSA was required to see JUAREZ every day to pick up her crew's assignment.

1 JUAREZ was then able to accost BARBOSA, as outlined above, on a near daily basis.

2 72. It was around the same time that BARBOSA was promoted to floor cleaner in
3 May 2015, that BARBOSA's coworker, Carlos Castaneda, informed her that JUAREZ,
4 ORNELAS, and a third supervisor, Jose Jimenez, had an ongoing bet to see who would have
5 sex with BARBOSA first.

6 73. ORNELAS also made unwelcomed sexual advances towards BARBOSA, such
7 as offering to go with BARBOSA to clean a building near Shaver Lake if she wore a bathing
8 suit while they were there, so he could look at her.

9 74. On about two occasions, JUAREZ showed BARBOSA photographs of his penis
10 on his cellular telephone.

11 75. When BARBOSA started her shift, she would customarily leave her purse at
12 ABM's Fresno office on top of one of two washing machines. In or about 2015, after
13 BARBOSA had been promoted to lead, she learned from co-workers that JUAREZ had
14 removed BARBOSA's car and home keys from her purse after she had left it in its customary
15 place at the office during her shift, which went from 5:30 p.m. until about approximately 2:00
16 a.m. BARBOSA needed her keys to get home. JUAREZ did not work the night shift. When
17 BARBOSA called JUAREZ to inquire about her keys, JUAREZ informed BARBOSA that he
18 did have them and that he was at a local bar drinking. JUAREZ told BARBOSA that she could
19 come over to his house at the end of her shift to pick them up. BARBOSA pleaded with
20 JUAREZ to return the keys to her and noted that she could not drive to his home anyway since
21 he had her car keys. JUAREZ told her to take a company vehicle to retrieve them from his
22 house. Seeing no other way to resolve the situation, BARBOSA drove a company vehicle to
23 JUAREZ's home at 2:00 a.m. to get her keys.

24 76. Once at JUAREZ's home, BARBOSA knocked and attempted to wait outside
25 for him to return her keys to avoid entering the premises. However, when he answered the
26 door, JUAREZ told BARBOSA that he would not give her the keys unless BARBOSA came
27 inside. In order to avoid a confrontation and so that she could leave as soon as possible,
28 BARBOSA entered the house. Almost as soon as she was inside, JUAREZ pounced on

1 BARBOSA, trying to kiss her and remove her pants, and in the process, pulled out his erect
2 penis. JUAREZ then demanded that BARBOSA give him oral sex and when she refused, he
3 grabbed her hand and placed it on his erect penis. When BARBOSA pushed JUAREZ off of
4 her, JUAREZ threw the keys at BARBOSA and yelled at her to leave his house.

5 77. BARBOSA did not report this incident to anyone at ABM at the time because
6 she did not know where to or to whom to report it and she feared that JUAREZ would fire her
7 if she tried to complain about him.

8 78. Approximately two weeks after the incident where JUAREZ took BARBOSA's
9 keys, ABM stripped BARBOSA of her position as lead floor cleaner. At that time, ABM's
10 Senior District Manager, Tony Bautista, informed BARBOSA that she was no longer a lead
11 floor cleaner and that BARBOSA would receive a decrease in pay. Bautista claimed that the
12 reason for the demotion was because ABM was reorganizing and getting rid of lead positions.
13 BARBOSA was the only employee in a lead position that was under JUAREZ's supervision.
14 BARBOSA observed that other ABM employees in lead positions, that were not specifically
15 lead floor cleaners, such as Tony Bautista's brother and Eduardo Cruz, retained their positions
16 as leads, contrary to Bautista's explanation about ABM's reorganization to eliminate all lead
17 positions. In 2017, Adrian (last name unknown) was assigned to lead floor cleaner.

18 79. JUAREZ continued to verbally, visually, and physically harass BARBOSA at
19 work on a near daily basis by frequently rubbing against her breasts or buttocks, and making
20 lewd comments like: "*como eres bien buena*" (roughly, "damn you're fine"), "*estoy*
21 *obsesionado con ti*" ("I'm obsessed with you"), and "*quiero probarte*" ("I want to taste you").
22 JUAREZ also frequently licked his lips when he saw BARBOSA in the office. This conduct
23 continued until ABM began its investigation of PLAINTIFFS' sexual harassment complaints
24 and placed BARBOSA on leave in or around May 2017.

25 80. In addition to JUAREZ's sexual harassment and assault of BARBOSA, on
26 several occasions from 2005-2017, JUAREZ required BARBOSA to wash the dust rags and
27 mop heads that were needed for work, off the clock and at her own expense. JUAREZ also
28 required BARBOSA to purchase the window-cleaning supplies that she needed for work.

1 ABM never paid BARBOSA for the time she spent cleaning these items at home nor did ABM
2 reimburse her for the costs and expenses she incurred in performing this work.

3 **D. ABM's RESPONSE TO PLAINTIFFS' COMPLAINTS**

4 81. After SANCHEZ filed her second police report against ORNELAS on April 5,
5 2017, SANCHEZ formally obtained representation of counsel. On April 18, 2017, SANCHEZ,
6 through assistance of counsel, notified ABM's Director of Human Resources, Bryan Tyl, of
7 SANCHEZ's representation and of the unrelenting sexual harassment, retaliation, ABM's
8 failure to prevent ORNELAS' harassment, and of ABM's creation of a culture where
9 employees fear retaliation for coming forward with complaints of harassment.

10 82. After receipt of SANCHEZ's complaint through SANCHEZ's counsel, ABM
11 hired attorney Susan Hatmaker to investigate SANCHEZ's complaints of sexual harassment
12 and retaliation, specifically against ORNELAS. ABM initiated its investigation by
13 interviewing ABM supervisors, and other ABM janitorial employees, including PARAMO.
14 When PARAMO was interviewed about SANCHEZ's complaints, Hatmaker opened her line
15 of questioning by focusing on SANCHEZ and what PARAMO knew of SANCHEZ, rather
16 than asking about ORNELAS. During this interview, PARAMO revealed her complaints about
17 ORNELAS and JUAREZ, and about how ORNELAS and JUAREZ had subjected PARAMO
18 to years of sexual harassment, assault and retaliation. Thereafter, on May 23, 2017, PARAMO
19 retained the same counsel as SANCHEZ, and ABM was notified of the need to increase the
20 scope of its investigation to include the complaints about ORNELAS and JUAREZ, brought
21 forth by PARAMO and set forth in the allegations above. A true and correct copy of the email
22 confirming ABM's notice of PARAMO's complaint, dated June 2, 2017, is attached herewith
23 as Exhibit D, though on information and belief, ABM knew or should have known of
24 ORNELAS' and JUAREZ's misconduct prior to the date of this notice. With the assistance of
25 counsel, PARAMO was then interviewed by Hatmaker with regard to her own complaints of
26 sexual harassment, assault and retaliation.

27 83. BARBOSA learned about SANCHEZ's complaints through a male coworker,
28 Jorge Rodriguez. BARBOSA learned that Jose Jimenez, an ABM supervisor, was telling

Rodriguez and other coworkers that SANCHEZ and other “*mujeres locas andan metiendo demandas*,” which translates as “some crazy women are making complaints.” Although BARBOSA wanted to assert her complaints of sexual assault, harassment, and retaliation against JUAREZ to ABM, she feared retaliation and further harassment, and she was unsure about how or to whom to make her complaints. After learning that SANCHEZ and PARAMO were represented by the same attorney, BARBOSA too retained the same counsel on May 23, 2017. Through assistance of counsel, BARBOSA was finally able to direct her complaints of sexual assault, harassment and retaliation to ABM. A true and correct copy of the email confirming ABM’s notice of BARBOSA’s complaint, dated August 24, 2017, is attached herewith as Exhibit E, though on information and belief, ABM knew or should have known of JUAREZ’s misconduct alleged therein prior to the date of this notice. Thereafter, ABM’s investigation through Hatmaker expanded to include all PLAINTIFFS’ claims of sexual harassment, sexual assault, and discrimination, including the misconduct to which ORNELAS subjected SANCHEZ and PARAMO for years, as well as the misconduct to which JUAREZ had subjected PARAMO and BARBOSA to for years.

84. At the time she was working on the investigation of PLAINTIFFS’ complaints, Hatmaker was counsel of record for another ABM supervisor who, like ORNELAS and JUAREZ, was accused of engaging in egregious acts of sexual harassment against a female janitorial worker. This supervisor was a named defendant in a lawsuit that had been tried in Fresno County Superior Court and was on appeal in 2017.²

85. SANCHEZ, PARAMO, and BARBOSA were placed on paid leave during the pendency of ABM’s investigation. Hatmaker’s investigation included interviewing SANCHEZ, PARAMO and BARBOSA. Hatmaker’s investigations focused on what one PLAINTIFF knew about another PLAINTIFF, rather than focusing on ORNELAS and JUAREZ.

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² See *Murillo v. ABM Indus. Inc.*, F070023 (Cal. Ct. App. Dec. 6, 2017) (unpublished) (identifying Susan Hatmaker and Hatmaker Law Group as counsel for Defendant and Respondent).

1 86. ABM completed its investigation on or around September 2017. Even after
2 PLAINTIFFS requested information regarding the outcome of the investigation, ABM refused
3 to disclose its findings, e.g., whether or not it had found PLAINTIFFS' claims were
4 substantiated, and refused to state whether, or to what extent, if any, it had decided to take
5 corrective or remedial action in response to their complaints.

6 87. SANCHEZ and BARBOSA made their initial complaints of discrimination and
7 retaliation to the EEOC on October 4, 2017. PARAMO did the same on October 7, 2017.

8 88. In or about October 2017, PARAMO and BARBOSA returned to work with
9 ABM. SANCHEZ did not return to work, as ABM's failure to disclose the results of its
10 investigation, or what actions if any it would take to prevent any further harassment and/or
11 discrimination, made SANCHEZ fearful of the uncertain and unsafe circumstances she would
12 have to face.

13 89. Upon returning to work, PARAMO and BARBOSA were often identified by
14 co-workers as the women that had made complaints of sexual harassment against ORNELAS
15 and JUAREZ. PARAMO and BARBOSA were also questioned by co-workers about the
16 complaints. While PARAMO and BARBOSA were no longer directly supervised by
17 ORNELAS or JUAREZ, ABM did not inform them about whether or not ORNELAS and/or
18 JUAREZ continued to work for ABM and about whether or not PARAMO and/or BARBOSA
19 would have to interact with ORNELAS and/or JUAREZ at all.

20 90. During PARAMO's return to work at one of the clinics, she overheard a phone
21 conversation between Eduardo Braccamontes, an ABM foreman, and an ABM supervisor, Jose
22 Jimenez. Upon Jimenez asking Braccamontes about whether PARAMO had returned to work,
23 Jimenez stated that PARAMO was, "una mujer problematica," (translates as "a problematic
24 woman"). Jimenez suggested PARAMO was problematic because she was one of the women
25 that made complaints about sexual harassment and sex discrimination against ABM and its
26 supervisors—information that should have been kept confidential by ABM during and after its
27 investigation by Hlatmaker, but that was evidently disclosed to an unknown number of ABM
28 employees. Jimenez's comment about PARAMO made her even more uncomfortable about

1 returning to work for ABM and increasingly uncertain about how ABM had managed the
2 confidentiality of its investigation.

3 91. PARAMO and BARBOSA felt uncomfortable and unsafe upon returning to
4 work with ABM. Aside from reassigning PARAMO and BARBOSA to different supervisors,
5 ABM failed to take any other actions to ensure PARAMO and BARBOSA of their safety and
6 rights to work in a discrimination and harassment-free work environment.

7 92. On or about January 19, 2018, SANCHEZ, PARAMO, and BARBOSA each
8 received (identical) letters from ABM informing them that ABM would be shutting down
9 operations in the greater Fresno area and that their employment would end on March 26, 2018.
10 It further informed them that ABM expected Merchants Building Maintenance ("MBM") to
11 continue janitorial business operations in the area, and that they might continue to be employed
12 by MBM. All three PLAINTIFFS were officially terminated by ABM on March 26, 2018.

13 **E. ABM and MBM's POST-INVESTIGATION ACTIONS**

14 93. In or around February 2018, PLAINTIFFS learned from other co-workers that
15 during work hours, ABM was distributing applications for work with MBM. SANCHEZ,
16 PARAMO, and BARBOSA learned that Tony Bautista, ABM's Senior District Manager, was
17 giving out the applications to other ABM employees and offering to help fill out the
18 applications during work hours. BARBOSA also learned from other coworkers and observed
19 that Bautista conducted interviews of current ABM employees for potential employment
20 positions with MBM.

21 94. At no time did anyone at ABM provide PLAINTIFFS with an unsolicited copy
22 of the MBM application nor were PLAINTIFFS told to see Tony (either during working or
23 non-working hours) to receive help filling out the applications. Instead, PLAINTIFFS had to
24 request a copy of the applications on their own. Further, at no time did anyone at ABM
25 interview, or offer to interview, PLAINTIFFS for employment positions with MBM.

26 95. On May 7, 2018, PLAINTIFFS were informed that MBM was simply a
27 subcontractor working for ABM and that ABM still remained in control of the contracts,
28 although MBM was the company who was actually doing the work. On information and

1 belief, ABM transferred and/or subcontracted its contracts in the Fresno area to MBM.

2 96. SANCHEZ and PARAMO applied to MBM on July 12, 2018. BARBOSA
3 applied to MBM on October 10, 2018.

4 97. On July 26, 2018, SANCHEZ and PARAMO each received calls from an MBM
5 employee named Daisy (Last Name Unknown). Daisy asked SANCHEZ why SANCHEZ
6 submitted an application and asked SANCHEZ the name of her supervisor at ABM. Upon
7 informing Daisy that SANCHEZ's supervisor had been ORNELAS, Daisy promptly hung up.
8 Daisy asked PARAMO where PARAMO obtained the MBM application and who her
9 supervisor had been when she worked for ABM. PARAMO informed Daisy that she obtained
10 the application from a co-worker in Fresno and that ORNELAS had been her supervisor.
11 Daisy then promptly ended the call. Daisy did not contact BARBOSA.

12 98. On information and belief, ABM shared negative information with MBM about
13 PLAINTIFFS and about the fact that PLAINTIFFS made complaints of sexual harassment and
14 discrimination against ABM supervisors. ABM intentionally did not provide PLAINTIFFS
15 with MBM applications and/or offered PLAINTIFFS any help with the application process,
16 and ABM encouraged and/or requested that MBM not hire PLAINTIFFS. On information and
17 belief, MBM complied with ABM's encouragement and/or requests.

18 99. To date, MBM has neither contacted PLAINTIFFS nor made PLAINTIFFS any
19 offer of employment.

20 **FIRST CAUSE OF ACTION**

21 **(FAILURE TO PREVENT HARASSMENT AND** 22 **DISCRIMINATION - AGAINST ABM)**

23 100. PLAINTIFFS reallege and incorporate by reference each and every allegation
24 set forth in Paragraphs 1 through 99 as though fully set forth herein.

25 Section 12940 of the Government Code states:

26 It shall be an unlawful employment practice . . . : [¶] . . .
27 For an employer . . . to fail to take all reasonable steps
28 necessary to prevent discrimination and harassment from
occurring. (Gov. Code, § 12940, subd. (k).)

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1 In enacting the Government Code, the California
2 Legislature expressed the public policy of this State:

3 It is hereby declared as the public policy of this state that it
4 is necessary to protect and safeguard the right and
5 opportunity of all persons to seek, obtain, and hold
6 employment without discrimination or abridgement on
7 account of race, creed, color, national origin, ancestry,
8 physical disability, medical condition, marital status, sex,
9 age, or sexual orientation.

10 It is recognized that the practice of denying employment
11 opportunity and discriminating in the terms of employment
12 for these reasons foments domestic strife and unrest,
13 deprives the state of the fullest utilization of its capacities
14 for development and advancement, and substantially and
15 adversely affects the interest of employees, employers, and
16 the public in general.

17 It is the purpose of this part to provide effective remedies
18 that will eliminate these discriminatory practices. (Gov.
19 Code, § 12920)

20 101. ABM failed to take immediate preventative and corrective steps reasonably
21 calculated to prevent PLAINTIFFS' discrimination, sexual harassment, and retaliation from
22 occurring, all in violation of the FEHA.

23 102. As an actual and proximate result of ABM's conduct, PLAINTIFFS have
24 suffered and continue to suffer emotional distress as an actual and proximate result of ABM's
25 conduct as herein described, suffering and continuing to suffer mental distress and mental
26 anguish, including but not limited to humiliation, embarrassment, anger, outrage,
27 disappointment, and worry, all of which is substantial and enduring and according to proof.

28 103. ABM failed to inform and explain to PLAINTIFFS its policies against sexual
harassment and what procedures were available to PLAINTIFFS to report harassment to ABM,
and/or about PLAINTIFFS' legal rights to a harassment-free work environment.

104. ABM knew and/or should have known of the harassment and discrimination
regularly practiced by ABM supervisors against PLAINTIFFS. ABM was informed of the
oppressive, fraudulent, and malicious conduct of their employees, agents, and subordinates,
and ratified, approved, and authorized that conduct. ABM failed to take preventative actions to
avoid that conduct, and subsequently failed to stop and/or further prevent the same conduct

1 from continuing.

2 105. ABM failed to provide to its supervisory employees, including but not limited
3 to ORNELAS and JUAREZ, effective training and education regarding sexual harassment,
4 discrimination and retaliation; the prohibition against and the prevention and correction of
5 sexual harassment, and the remedies available to victims of sexual harassment; and the
6 prevention of abusive conduct, all in violation of its duties as an employer under Government
7 Code § 12950.1.

8 106. Additionally, PLAINTIFFS are informed and believe and thereon allege that
9 ABM devised its "Consensual Relationships Policy" and implemented the practice of having
10 employees sign a "Consensual Relationships Agreement" referencing that policy, even in the
11 absence of any "consensual relationship," for the purpose of discouraging reporting of
12 harassment by employees and in order to shield ABM from liability in the face of receiving
13 harassment complaints, all in violation of the FEHA and other public policies of the State of
14 California.

15 107. Pursuant to Government Code section 12965, subdivision (b), PLAINTIFFS are
16 entitled to reasonable attorneys' fees.

17 108. ABM and their agents above recited actions were done with malice, fraud,
18 and/or oppression, and in reckless disregard of PLAINTIFFS' rights under the FEHA,
19 justifying an award of exemplary and punitive damages.

20 WHEREFORE, PLAINTIFFS pray for damages as hereinafter set forth.

21 **SECOND CAUSE OF ACTION**

22 **(SEXUAL HARASSMENT IN VIOLATION OF FEHA-AGAINST ABM AND**
23 **SUPERVISOR DEFENDANTS)**

24 109. PLAINTIFFS reallege and incorporate by reference each and every allegation
25 set forth in Paragraphs 1 through 108 as though fully set forth herein.

26 110. In the recent amendments to the Government Code section 12923, the
27 California Legislature expressed the public policy of this State with regard to sexual
28 harassment:

1 The Legislature hereby declares that harassment creates a
2 hostile, offensive, oppressive, or intimidating work
3 environment and deprives victims of their statutory right to
4 work in a place free of discrimination when the harassing
5 conduct sufficiently offends, humiliates, distresses, or
6 intrudes upon its victim, so as to disrupt the victim's
7 emotional tranquility in the workplace, affect the victim's
8 ability to perform the job as usual, or otherwise interfere
9 with and undermine the victim's personal sense of well-
10 being.

11 111. The law governing the underlying public policy is set forth in Government Code
12 section 12940:

13 It shall be an unlawful employment practice . . . : [¶] . . .
14 For an employer because of . . . sex . . . to harass an
15 employee. Harassment of an employee . . . shall be
16 unlawful if the entity, or its agents or supervisors, knows or
17 should have known of this conduct and fails to take
18 immediate and appropriate corrective action. An entity
19 shall take all reasonable steps to prevent harassment from
20 occurring. Loss of tangible job benefits shall not be
21 necessary in order to establish harassment. (Gov. Code, §
22 12940, subd. (j)(1).)

23 112. In enacting the Government Code, the California Legislature expressed the
24 public policy of this State and its enactments as set forth in paragraphs 110 and 111 above.

25 113. ABM supervisors, ORNELAS and JUAREZ, engaged in the following actions
26 during PLAINTIFFS' employment at ABM in violation of Government Code section 12940,
27 subdivision (j)(1), with the intent of harassing PLAINTIFFS on account of their sex and
28 gender: sexually abusive and suggestive language, cursing, demeaning remarks, insults,
derogatory comments or slurs, intimidation, unwanted sexual advances, threats in exchange
for sexual favors, indecent exposure, and unwanted physical touching all directed at
PLAINTIFFS.

1 114. In perpetrating the above-described actions and omissions, the SUPERVISOR
2 DEFENDANTS and/or their agents engaged in unlawful sexual harassment in violation of the
3 California Fair Employment and Housing Act, Government Code § 12940, subdivision (j).
4 ABM knew or should have known about the hostile work environment and harassment to
5 which the SUPERVISOR DEFENDANTS subjected PLAINTIFFS and other female

1 employees, and failed to take immediate preventative and appropriate corrective action. ABM
2 is also strictly liable for the SUPERVISOR DEFENDANTS' conduct in unlawfully harassing
3 PLAINTIFFS. The harassment was sufficiently pervasive and severe as to alter conditions of
4 employment and to create a hostile or abusive work environment for PLAINTIFFS. ABM
5 failed to take all reasonable steps necessary to prevent this conduct from occurring in violation
6 of Government Code section 12940, subdivision (k).

7 115. The actions as alleged above created a hostile working environment for
8 PLAINTIFFS, such that PLAINTIFFS suffered and continue to suffer emotional distress and
9 damages.

10 116. As an actual and proximate result of ABM's conduct, PLAINTIFFS have
11 suffered and continue to suffer damages in the form of lost wages, earnings, and other
12 economic benefits the exact amount of which will be proven at trial.

13 117. In addition, PLAINTIFFS have suffered and continue to suffer emotional
14 distress as an actual and proximate result of DEFENDANTS' conduct as herein described,
15 suffering and continuing to suffer mental distress and mental anguish, reacting with
16 humiliation, embarrassment, anger, outrage, disappointment, and worry, all of which is
17 substantial and enduring and according to proof.

18 118. In engaging in the actions mentioned herein, SUPERVISOR DEFENDANTS
19 acted oppressively, fraudulently, and maliciously, in willful and conscious disregard of
20 PLAINTIFFS' rights, and with the intention of causing, or in reckless disregard of the
21 probability of causing them injury and emotional distress.

22 119. PLAINTIFFS believe and thereon allege that ABM had advance knowledge of
23 SUPERVISOR DEFENDANTS' unfitness in their supervisory capacity at ABM and employed
24 SUPERVISOR DEFENDANTS specifically in conscious disregard of the rights of others, and
25 specifically in conscious disregard of PLAINTIFFS' rights under the FEHA. ABM was
26 informed of the oppressive, fraudulent, and malicious conduct of their employees, agents, and
27 subordinates, and ratified, approved and authorized that conduct.

28 ///

1 120. Pursuant to Government Code section 12965, subdivision (b), PLAINTIFFS are
2 entitled to reasonable attorneys' fees.

3 121. ABM and their agents' actions were done with malice, fraud, and/or oppression,
4 and in reckless disregard of PLAINTIFFS' rights under FEHA, justifying an award of
5 exemplary and punitive damages pursuant to Civil Code section 3294.

6 WHEREFORE, PLAINTIFFS pray for relief as hereinafter set forth

7 **THIRD CAUSE OF ACTION**

8 **(RETALIATION IN VIOLATION OF FEHA-AGAINST ABM**
9 **AND SUPERVISOR DEFENDANTS)**

10 122. PLAINTIFFS reallege and incorporate by reference each and every allegation
11 set forth in Paragraphs 1 through 121 as though fully set forth herein.

12 123. In retaliation for complaining about Alejandro, ORNELAS assigned SANCHEZ
13 and her co-worker Tina Soto de Lewis, who also complained, an additional building to clean
14 during their 8-hour shift.

15 124. When BARBOSA refused to engage in sexual acts with JUAREZ, she was
16 stripped of her position as lead and received a decrease in pay.

17 125. ABM did not provide PLAINTIFFS with applications to work for MBM, to
18 which it transferred or subcontracted its Fresno area contracts. Nor did any ABM employee
19 offer to help PLAINTIFFS in filling out the MBM applications, as they did offer to other ABM
20 janitorial worker employees. Nor did ABM or any ABM employee interview PLAINTIFFS or
21 offer to interview PLAINTIFFS for any employment positions with MBM, as ABM did for
22 other ABM janitorial worker employees.

23 126. PLAINTIFFS believe and thereon allege that ABM shared confidential
24 information with MBM about PLAINTIFFS' complaints about sexual harassment and
25 discrimination and encouraged and/or instructed MBM not to hire PLAINTIFFS because of the
26 complaints they made.

27 127. In addition, PLAINTIFFS have suffered and continue to suffer emotional
28 distress as an actual and proximate result of ABM's conduct as herein described, suffering and

1 continuing to suffer mental distress and mental anguish, reacting with humiliation,
2 embarrassment, anger, outrage, disappointment, and worry, all of which is substantial and
3 enduring and according to proof.

4 128. In doing the things mentioned herein, SUPERVISOR DEFENDANTS acted
5 oppressively, fraudulently and maliciously, in willful and conscious disregard of the rights of
6 SANCHEZ, BARBOSA and PARAMO and with the intention of causing or in reckless
7 disregard of the probability of causing PLAINTIFFS injury and emotional distress.

8 129. PLAINTIFFS believe and thereon allege that ABM had advance knowledge of
9 the unfitness of ORNELAS and JUAREZ in their supervisory capacity at ABM and employed
10 ORNELAS and JUAREZ specifically in conscious disregard of others' rights and specifically
11 in conscious disregard of the PLAINTIFFS' rights under the FEHA. ABM was informed of the
12 oppressive, fraudulent, and malicious conduct of their employees, agents, and subordinates,
13 and ratified, approved, and authorized that conduct.

14 130. Pursuant to Government Code section 12965, subdivision (b), PLAINTIFFS are
15 entitled to reasonable attorneys' fees.

16 131. DEFENDANTS and their agents' actions were done with malice, fraud and/or
17 oppression, and in reckless disregard of PLAINTIFFS' rights under FEHA, justifying an award
18 of exemplary and punitive damages pursuant to Civil Code section 3294.

19 WHEREFORE, PLAINTIFFS pray for relief as hereinafter set forth.

20 **FOURTH CAUSE OF ACTION**

21 **(SEXUAL BATTERY-AGAINST ABM AND SUPERVISOR DEFENDANTS)**

22 132. PLAINTIFFS reallege and incorporate by reference each and every allegation
23 set forth in Paragraphs 1 through 131 as though fully set forth herein.

24 133. From approximately 2004 until April 2017, ORNELAS constantly thrust
25 against SANCHEZ's buttocks while she was in the supply closet. In addition, ORNELAS
26 often grabbed SANCHEZ by the back of the head in an effort to force her to perform oral sex.
27 When she refused to, ORNELAS would grab SANCHEZ's arm and force her hand on his
28 penis. At no time did SANCHEZ consent to any of this contact.

1 134. From approximately 2009-2010 and from 2016 until April 2017, ORNELAS
2 grabbed PARAMO by the back of the head in an effort to force her to perform oral sex. When
3 she refused to, ORNELAS would grab her arm and attempt to place her hand on his penis. At
4 no time did PARAMO consent to any of this contact.

5 135. Sometime in 2009-2010, ORNELAS forced PARAMO onto a table and
6 digitally raped her. At no time did PARAMO consent to any of this contact.

7 136. From approximately May 2014 until May 2017, JUAREZ constantly brushed
8 his arms against BARBOSA's breasts or pressed his penis against her buttocks while in the
9 office. In addition, JUAREZ grabbed BARBOSA's breast underneath her shirt from behind.
10 At no time did BARBOSA consent to any of this contact.

11 137. As a proximate result of ORNELAS' acts against SANCHEZ and PARAMO, as
12 alleged above, SANCHEZ and PARAMO have been harmed in that SANCHEZ and
13 PARAMO have suffered humiliation, mental anguish, and emotional and physical distress, and
14 have been injured in mind and body.

15 138. As a proximate result of JUAREZ's acts against PARAMO and BARBOSA, as
16 alleged above, PARAMO and BARBOSA have been harmed in that PARAMO and
17 BARBOSA have suffered humiliation, mental anguish and emotional and physical distress,
18 and have been injured in mind and body.

19 139. PLAINTIFFS believe and thereon allege that ABM had advance knowledge of
20 the unfitness of ORNELAS and JUAREZ in their supervisory capacity at ABM, employed
21 ORNELAS and JUAREZ, and ratified the tortuous conduct of its supervisory employees,
22 justifying an award of exemplary and punitive damages pursuant to Civil Code section 3294.

23 WHEREFORE, PLAINTIFFS pray for relief as hereinafter set forth.

24 **FIFTH CAUSE OF ACTION**

25 **(GENDER VIOLENCE, CAL. CIV. CODE SECTIONS 52.4 and 51.7--AGAINST ABM**
26 **AND SUPERVISOR DEFENDANTS)**

27 140. PLAINTIFFS reallege and incorporate by reference each and every allegation
28 set forth in Paragraphs 1 through 139 as though fully set forth herein.

1 141. From approximately 2004 until April 2017, ORNELAS constantly thrust
2 against SANCHEZ's buttocks while she was in the supply closet. In addition, ORNELAS
3 often grabbed SANCHEZ by the back of the head in an effort to force her to perform oral sex.
4 When she refused to, ORNELAS would grab SANCHEZ's arm and force her hand on his
5 penis. At no time did SANCHEZ consent to any of this contact.

6 142. From approximately 2009-2010 and from 2016 until April 2017, ORNELAS
7 grabbed PARAMO by the back of the head in an effort to force her to perform oral sex. When
8 she refused to, ORNELAS would grab her arm and attempt to place her hand on his penis. At
9 no time did PARAMO consent to any of this contact.

10 143. From approximately May 2014 until May 2017, JUAREZ constantly brushed
11 his arms against BARBOSA's breasts or pressed his penis against her buttocks while in the
12 office. In addition, JUAREZ grabbed BARBOSA's breast underneath her shirt from behind.
13 At no time did BARBOSA consent to any of this contact.

14 144. ORNELAS and JUAREZ threatened and used violent force on PLAINTIFFS'
15 persons, and undertook physical invasions of a sexual nature under coercive conditions against
16 PLAINTIFFS, based in part on PLAINTIFFS' gender and as such PLAINTIFFS suffered
17 gender violence.

18 145. ORNELAS' and JUAREZ's physical violence and threats thereof against
19 PLAINTIFFS' persons, as alleged above, deprived PLAINTIFFS of their rights to a
20 harassment, discrimination, and retaliation-free work environment, in violation of Civil Code
21 section 52.4.

22 146. In addition, ORNELAS' and JUAREZ's use of violence and threats of violence
23 against PLAINTIFFS, substantially based on PLAINTIFFS' sex, resulted in PLAINTIFFS'
24 reasonable intimidation of PLAINTIFFS' conduct and continual threats of physical violence.

25 147. PLAINTIFFS seek actual damages, compensatory damages, punitive damages,
26 injunctive relief, any combination thereof, and any other appropriate relief, all in violation of
27 Civil Code section 51.7.

28 ///

1 148. Pursuant to Civil Code sections 52.4 and 51.7, PLAINTIFFS are entitled to
2 reasonable attorneys' fees.

3 WHEREFORE, PLAINTIFFS pray for relief as hereinafter set forth.

4 **SIXTH CAUSE OF ACTION**

5 **(FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED, LABOR CODE**
6 **SECTION 1194, 1194.2, 1197.1 -- AGAINST ABM)**

7 149. PLAINTIFFS reallege and incorporate by reference each and every allegation
8 set forth in Paragraphs 1 through 148 as though fully set forth herein.

9 150. As set forth above, at various times during their respective periods of
10 employment with ABM, ABM required PLAINTIFFS to and PLAINTIFFS did work off the
11 clock hours to maintain the tools and equipment to do their jobs, such as time spent by
12 PLAINTIFFS cleaning and laundering mop heads and dust rags and purchasing cleaning
13 liquids and other supplies needed to clean the buildings where ABM assigned them to work.
14 ABM did not compensate PLAINTIFFS for hours worked to purchase and maintain the tools
15 and equipment necessary for them to do their work.

16 151. At times relevant hereto, PLAINTIFFS, and each of them, were each forced to
17 work off the clock and therefore were paid less than the minimum wage for all hours worked,
18 in violation of Cal. Code of Regs., tit. 8, § 11000 and Labor Code section 1182 *et seq.*
19 Additionally, ABM employed PLAINTIFFS within the meaning of Cal. Code Regs., tit. 8 §
20 11050 *et seq.*, and thus, failed to pay PLAINTIFFS minimum wage for all hours worked, as
21 prescribed therein.

22 152. ABM's failure to compensate PLAINTIFFS for all hours worked was at all
23 times willful, entitling them to restitution of their unpaid minimum wages under Labor Code
24 section 1194, as well as liquidated damages and penalties under Labor Code sections 1194.2
25 and 1197.1..

26 153. ABM's violations, as herein stated, constitute an unfair business practice in
27 violation of Business and Professions Code section 17200, thus extending the statute of
28 limitations to four years.

1 WHEREFORE, PLAINTIFFS pray for relief as set forth below.

2 **SEVENTH CAUSE OF ACTION**

3 **(VIOLATION OF LABOR CODE SECTION 2802 – AGAINST ABM)**

4 154. PLAINTIFFS reallege and incorporate by reference each and every allegation
5 set forth in Paragraphs 1 through 153 as though fully set forth herein.

6 155. PLAINTIFFS are informed and believe and thereon allege that at various times
7 during their respective periods of employment with ABM, ABM required PLAINTIFFS to and
8 PLAINTIFFS did incur expenses in order to maintain and clean the dust rags and mop heads
9 that ABM required them to use to perform their jobs. PARAMO and BARBOSA were also
10 required to purchase additional cleaning tools needed for work, such as liquid floor cleaner and
11 window-cleaning tools. ABM did not compensate PLAINTIFFS for expenses they incurred to
12 maintain the tools and equipment necessary to do their job.

13 156. ABM's failure to reimburse PLAINTIFFS' expenses incurred in laundering and
14 otherwise maintaining necessary tools and equipment was in willful violation of Labor Code
15 section 2802, which requires an employer to indemnify its employees for all necessary
16 expenditures the employee incurs in direct consequence of the discharge of his or her duties.

17 157. Labor Code section 2802 also entitles PLAINTIFFS to recover all reasonable
18 costs including, but not limited to, interest at the same rate as judgments in civil actions and
19 attorney's fees incurred to enforce their rights to recover under this section. PLAINTIFFS
20 have retained attorneys to represent them in asserting their right to reimbursement. Therefore,
21 PLAINTIFFS additionally seek to recover interest and reasonable attorney's fees and costs in
22 an amount according to proof.

23 WHEREFORE, PLAINTIFFS pray for relief as set forth below.

24 **EIGHTH CAUSE OF ACTION**

25 **(VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**

26 **(CAL. BUS. & PROF. CODE § 17200) – AGAINST ABM and MBM)**

27 158. PLAINTIFFS reallege and incorporate by reference each and every allegation
28 set forth in Paragraphs 1 through 157 as though fully set forth herein.

1 159. ABM and MBM's respective acts and omissions alleged herein violate the
2 California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, et seq.
3 Section 17200 prohibits unfair competition by engaging in, among other things, any unlawful
4 or unfair business acts or practices.

5 160. Beginning on a date unknown to PLAINTIFFS, but at least as long ago as four
6 years before the filing of this action, ABM committed and continues to commit acts of unfair
7 competition, as defined by the UCL, by, among other things, engaging in the acts and practices
8 described herein, including but not limited to failing to pay minimum wages, failing to
9 reimburse for expenses incurred by PLAINTIFFS necessary to do their jobs, and for
10 discriminating against PLAINTIFFS on the basis of their gender and retaliating against
11 PLAINTIFFS for complaining about sexual harassment and discrimination.

12 161. ABM's conduct as herein alleged has injured PLAINTIFFS by wrongfully
13 denying them earned wages, reimbursement to expenses, and undermining their emotional
14 tranquility in the workplace, affecting PLAINTIFFS ability to perform their jobs as usual and
15 otherwise interfered with and undermined PLAINTIFFS' personal sense of well-being in
16 violation of the UCL. ABM's conduct described herein violates the policy or spirit of the UCL
17 and/or otherwise significantly threatens or harms competition by failing to create and/or
18 enforce policies to prevent discrimination, harassment, and retaliation in the workplace.

19 162. ABM's conduct as herein alleged has injured PLAINTIFFS by wrongfully
20 denying them earned wages and reimbursement for expenses incurred in the course and scope
21 of performing their work duties for ABM.

22 163. ABM further engaged in unfair competition in violation of the UCL by
23 violating, inter alia, California Labor Code §§ 203, 1194, 1194.2, 1197.1, 17200, and 2802.
24 Each of these violations constitutes an independent and separate violation of the UCL.

25 ABM did not provide PLAINTIFFS with applications to work for MBM, to which it
26 transferred or subcontracted its Fresno area contracts. Nor did any ABM employee offer to
27 help PLAINTIFFS in filling out the MBM applications, as they did offer to other ABM
28 janitorial worker employees. Nor did ABM or any ABM employee interview PLAINTIFFS or

1 offer to interview PLAINTIFFS for any employment positions with MBM, as ABM did for
2 other ABM janitorial worker employees.

3 164. PLAINTIFFS therefore believe and thereon allege that ABM shared
4 confidential information with MBM about PLAINTIFFS' complaints about sexual harassment
5 and discrimination and encouraged and/or instructed MBM not to hire PLAINTIFFS because
6 of the complaints they made. As a result of its conduct, MBM conspired with and furthered the
7 retaliatory conduct of ABM in violation of the FEHA.

8 165. MBM engaged in unfair competition in violation of the UCL by violating, inter
9 alia, California Labor Code §§ 203, 1194, 1194.2, 1197.1, 17200, 2802, and in conspiring to
10 retaliate in violation of the FEHA. Each of these violations constitutes an independent and
11 separate violation of the UCL.

12 166. ABM and MBM's courses of conduct, acts, and practices in violation of the
13 California laws mentioned in the above paragraphs constitute separate and independent
14 violations of the UCL. ABM and MBM's conduct described herein violates the policy and
15 spirit of such laws and otherwise significantly threatens and harms competition.

16 167. PLAINTIFFS seek disgorgement and restitution in the amount of their
17 respective unpaid wages, equity, and unreimbursed business expenses, and such other legal and
18 equitable relief from ABM's unlawful and willful conduct as the Court deems just and proper,
19 as well as attorneys' fees and costs.

20 NINTH CAUSE OF ACTION

21 (NEGLIGENT HIRING, RETENTION, AND 22 SUPERVISION -- AGAINST ABM)

23 168. PLAINTIFFS reallege and incorporate by reference each and every allegation
24 set forth in Paragraphs 1 through 167 as though fully set forth herein.

25 169. ABM hired ORNELAS and JUAREZ to supervise PLAINTIFFS.

26 170. ORNELAS and JUAREZ were unfit to supervise PLAINTIFFS.

27 171. ABM knew or should have known that ORNELAS and JUAREZ were unfit and
28 dangerous, and that this unfitness and dangerousness created a particular risk to PLAINTIFFS

1 and other female employees they supervised.

2 172. ORNELAS' and JUAREZ' unfitness at their time of hire and throughout the
3 relevant duration of their time as ABM supervisors, harmed PLAINTIFFS and other female
4 employees they supervised.

5 173. ABM's negligence in hiring, supervising, and retaining ORNELAS and
6 JUAREZ was a substantial factor in causing PLAINTIFFS and other female employees they
7 supervised harm.

8 WHEREFORE, PLAINTIFFS pray for damages hereinafter set forth.

9 **TENTH CAUSE OF ACTION**

10 **(BLACKLISTING – AGAINST ABM)**

11 174. PLAINTIFFS reallege and incorporate by reference each and every allegation
12 set forth in Paragraphs 1 through 173 as though fully set forth herein.

13 175. PLAINTIFFS allege that after their employment with ABM ended, ABM made
14 representations to MBM about PLAINTIFFS. Specifically, on information and belief,
15 PLAINTIFFS allege that ABM warned MBM against hiring PLAINTIFFS because
16 PLAINTIFFS complained about harassment while employed at ABM.

17 176. PLAINTIFFS allege that ABM shared information with MBM about
18 PLAINTIFFS' reports of sexual harassment with the intent of preventing PLAINTIFFS from
19 obtaining employment at MBM.

20 177. PLAINTIFFS were harmed as a result of ABM's representations because MBM
21 refused to hire them or even consider their applications to work.

22 WHEREFORE, PLAINTIFFS pray for damages hereinafter set forth.

23 **ELEVENTH CAUSE OF ACTION**

24 **(VIOLATION OF DISPLACED JANITOR OPPORTUNITY**

25 **ACT – AGAINST MBM)**

26 178. PLAINTIFFS reallege and incorporate by reference each and every allegation
27 set forth in Paragraphs 1 through 177 as though fully set forth herein.

28 179. Labor Code §§ 1061(b)(1)-(3), requires any successor janitorial contractor with

1 more than 25 employees to retain all employees of the former contractor for a 60-day transition
2 period, to give them a written offer of employment in a language they can read, and prohibits
3 the successor contractor from terminating their employment during the 60-day period except
4 for cause and unless the successor contractor cannot utilize all employees of the former
5 contractor, in which case it must retain employees by seniority within the job classification.

6 180. PLAINTIFFS allege, upon information and belief, that supervisors provided
7 PLAINTIFFS' co-workers with MBM applications and told them to meet with Tony Bautista
8 during working hours so that Bautista could help them fill it out. At no time were
9 PLAINTIFFS provided with unsolicited copies of MBM applications, nor were PLAINTIFFS
10 told to see Bautista (either during working on non-working hours) to receive help filling out
11 their application.

12 181. SANCHEZ submitted an application to MBM on July 12, 2018. On July 26,
13 2018, SANCHEZ received a call from a woman named Daisy claiming to work for MBM and
14 asking her the name of her former supervisors while at ABM. Upon SANCHEZ informing
15 Daisy that her supervisor had been ORNELAS, Daisy hung up. No one from MBM has
16 contacted SANCHEZ since that time.

17 182. PARAMO submitted an application to MBM on July 12, 2018. On July 26,
18 2018, PARAMO received a call from a woman named Daisy claiming to work for MBM and
19 asking her the location where she worked while at ABM. Upon PARAMO informing her that
20 she had worked in Fresno and that ORNELAS had been her supervisor, Daisy promptly ended
21 the call. No one from MBM has contacted PARAMO since that time.

22 183. BARBOSA submitted an application to MBM on October 18, 2018. No one
23 from MBM has contacted BARBOSA since that time.

24 184. At no time did MBM retain PLAINTIFFS as employees or provide
25 PLAINTIFFS with written offers of employment, as required by Labor Code sections 1060 et
26 seq. MBM violated the DJOA when it failed to retain SANCHEZ, BARBOSA and PARAMO
27 for sixty days, failed to present them with a written offer of employment and failed to retain
28 them based on seniority status.

1 185. As a result of MBM's failure to offer employment to PLAINTIFFS,
2 PLAINTIFFS are entitled to an award of back pay, including the value of any fringe benefits,
3 for each day during which the violation of Labor Code sections 1060, et seq. has occurred and
4 continues to occur.

5 186. PLAINTIFFS also seek a preliminary or permanent injunction to stop the
6 continued violation of this chapter pursuant to Labor Code Section 1062(b) and an award of
7 their reasonable attorney's fees and costs as part of the costs recoverable in this action,
8 pursuant to Section 1062(c).

9 WHEREFORE, PLAINTIFFS pray for damages as hereinafter set forth:

10 1. For back pay, lost fringe benefits, and other monetary relief according to proof
11 against MBM and for MBM's failure to offer employment.

12 2. For general and special damages, including mental pain, anguish and emotional
13 distress according to proof;

14 3. For punitive damages against ABM in an amount appropriate to punish them for
15 their wrongful conduct and to set an example for others;

16 4. For statutory penalties under any and all available code section including, but
17 not limited to, Labor Code §§ 203, 1194, 1194.2, 1197.1, 17200, and 2802, in amounts
18 according to proof;

19 5. For restitution of all earned, unpaid minimum wages for hours worked off the
20 clock, in amounts according to proof;

21 6. For reimbursement of all reasonable expenses and costs incurred in the
22 discharge of PLAINTIFFS' duties during their employment with ABM, in amounts according
23 to proof;

24 7. For pre-judgment and post-judgment interest, as provided by law;

25 8. For injunctive and declaratory relief, restitution and/or disgorgement;

26 9. For reasonable attorneys' fees pursuant to Government Code section 12965,
27 subdivision (b); Civil Code section 52.4, subdivision (a), Labor Code section 1194 and section
28 2802, subdivision (c), and any other appropriate legal authority, or as provided by statute; and

1 10. For all other and further legal and equitable relief the Court deems proper.

2
3 Dated: Feb 13, 2019

LANG, RICHERT & PATCHI

4
5 By 

Charles Trudrung Taylor
Alma V. Montenegro
Attorney for Plaintiffs,
Araceli Sanchez
Maria Paramo
Rocio Barbosa

6
7
8
9 Dated: Feb 13, 2019

EQUAL RIGHTS ADVOCATES

10
11
12 By 

Jennifer A. Reisch
Brenda Adams
Attorneys for Plaintiffs,
Araceli Sanchez
Maria Paramo
Rocio Barbosa


1 **JURY DEMAND**

2 PLAINTIFFS request to try each and every factual issue raised by each and every cause
3 of action alleged above to a jury to the extent authorized by law.

4
5 Dated: FEB 13, 2019

LANG, RICHERT & PATCH

6
7 By


Charles Trudrung Taylor
Alma V. Montenegro
Attorney for Plaintiffs,
Araceli Sanchez
Maria Paramo
Rocio Barbosa

8
9
10
11 Dated: Feb. 13, 2019

EQUAL RIGHTS ADVOCATES

12
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14 By

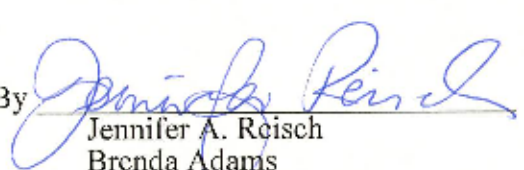

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Araceli Sanchez
Maria Paramo
Rocio Barbosa

EXHIBIT “A”



Política contra acoso en el lugar de trabajo

Objetivo de esta política

Se espera y exige un comportamiento profesional por parte de todos los empleados de ABM. La intención de la empresa es proporcionar a todos los empleados un entorno de trabajo coherente con los valores centrales de ABM: Respeto, Integridad, Colaboración, Innovación y Excelencia. Los empleados a los que se respeta y valora y que no padecen distracción por discriminación, acoso u otras formas de conducta poco profesional o inaceptable pueden contribuir plenamente con sus aptitudes y talentos para mejorar el desempeño de ABM. Del mismo modo, ABM no tolera la discriminación o el acoso en el lugar de trabajo por razones de religión, raza, color, género, origen de nacionalidad, edad, discapacidad, orientación sexual, información genética, pertenencia o haber prestado servicio en algún cuerpo militar uniformado, por ser veteranos o cualquier otro estado protegido por la ley.

Esta política está diseñada para promover una cultura que apuya nuestros valores centrales. Para lograr este objetivo, esta política prohíbe tanto la conducta ilegal como la conducta poco profesional y ofensiva que alteren el trabajo en equipo y la productividad. Esta política se aplica de igual forma a interacciones entre empleados de ABM y entre empleados, clientes, proveedores, afiliados de ABM y otros terceros.

Conducta prohibida

La conducta prohibida incluye comentarios o bromas verbales ofensivos o despectivos que intencionen cualquier característica personal que no esté relacionada con el desempeño laboral. También están prohibidos los gestos obscenos, la exposición de material visual ofensivo o sexual, avances sexuales no deseados y el contacto físico o el bloqueo de movimiento. El sometimiento a avances sexuales con el objetivo de obtener y mantener el trabajo o lograr una promoción es una forma grave de acoso sexual. Si usted no está seguro de que su conducta sea apropiada para el lugar de trabajo, pregúntese: "¿Quiéran que mi comportamiento aparezca en la primera plana o en las noticias de la noche?" Si la respuesta es "no", entonces detenga lo que estaba haciendo. Si usted no está seguro sobre la respuesta, comuníquese con Recursos Humanos.

Responsabilidades de los empleados

Exprese su opinión: Si usted se siente ofendido por alguna conducta en el lugar de trabajo, lo alentamos a responder inmediatamente objetando directamente el comportamiento del que nos ofende, cosa que generalmente resulta muy eficaz. Si usted no se siente cómodo objetando el comportamiento de quien ofende, o si la conducta continúa, informe la conducta utilizando los procedimientos de informe de la empresa que se describen más adelante.

Informe de la situación: Si cree que ha sido objeto de discriminación, acoso o represalias, debe comunicarlo de inmediato siguiendo los procedimientos de informe indicados a continuación, para que ABM pueda investigar y tomar las medidas oportunas si lo considera necesario. Tenga en cuenta que, si no responde al acoso mediante una objeción o informando a la empresa, ABM no puede ayudar a resolver la situación o abordar las faltas de conducta. Si usted es testigo de conducta ofensiva, infórmele mediante los procedimientos correspondientes que se mencionan más adelante. Las preferencias por relaciones familiares o amorosas no son adecuadas en el lugar

de trabajo de ABM. Si usted es testigo de favoritismo, infórmeles mediante los procedimientos que se mencionan más adelante.

ABM toma en serio todas las inquietudes sobre el trato al empleado y el mantenimiento de un entorno de trabajo profesional y prohíbe las represalias contra personas que informen de hechos de violaciones a esta política. Si usted observa o padecer represalias, infórmeles mediante los procedimientos correspondientes que se mencionan más adelante. Se define represalia como cualquier conducta o daño que tendría el efecto de desalentar a un empleado de presentar una queja.

Escuche y responda: Si se le dice que usted ha participado en una conducta ofensiva en el lugar de trabajo, escucha y responde mediante un cambio en su comportamiento. Incluso si no tuvo la intención de ofender o molestar a nadie, aún así su conducta podría interpretarse como ofensiva. Tenga en cuenta que incluso si sus compañeros de trabajo no objetaron en el momento, lo quiera decir que aprueban un comportamiento que es poco profesional, despectivo o de naturaleza sexual. Si tiene dudas sobre si su comportamiento es aceptable, hable con su gerente o con el representante de Recursos Humanos.

No toques: El contacto en el lugar de trabajo (cada año de un apretón de manos profesional) es un comportamiento de alto riesgo y debe evitarse.

Responsabilidades del líder

Además de las responsabilidades descritas anteriormente, se espera que los supervisores y gerentes hagan lo siguiente:

Obtener ayuda: Si presencia o sabe por otro medio que se exhibe un comportamiento prohibido, discriminación, acoso o represalias por parte de o hacia un empleado de ABM, usted debe notificarlo inmediatamente a Recursos Humanos. Si no lo hace, podría socavarle la aplicación de medidas disciplinarias. Debe comunicar los hechos incluso si el empleado le pide que no informe de la situación o le dice que el problema ya se ha resuelto. No intente investigar la queja por su cuenta. Los supervisores y los gerentes no están autorizados para llevar a cabo investigaciones sobre este tipo de quejas. Este tipo de investigaciones debe realizarlas un profesional designado del departamento de Recursos Humanos.

Eliminar el favoritismo: Las preferencias por relaciones familiares o amorosas no son apropiadas en el lugar de trabajo de ABM. Las relaciones de este tipo entre supervisores y subordinados no son aceptables. Algunas relaciones deben hacerse públicas y también pueden ser prohibidas por las políticas de Relaciones consensuadas y conflictos de intereses de ABM. Lea estas políticas en el manual de políticas para el empleado para obtener más puntos.

No aplicar represalias: Las represalias contra cualquier persona que informe acoso o discriminación o que participe en una investigación por supuesta violación de políticas están absolutamente prohibidas. Se define represalia como cualquier conducta o daño que tendría el efecto de desalentar a un empleado de presentar una queja.

Procedimiento de informe

La empresa no puede llevar adelante su objetivo de proporcionar un entorno de trabajo libre de acoso, discriminación y represalias a menos que los empleados informen los incidentes de tal conducta tan pronto como puedan a:

- (1) La línea de Cumplimiento de ABM al 1-877-ALERT 04 (1-877-253-7804). Esta línea cuenta con personal las 24 horas, los 7 días de la semana y se encuentran disponibles especialistas para atender llamadas en cualquier idioma. Se pueden presentar informes de forma anónima y también se aceptan informes en línea en abuhotline.hhspecialat.com. Un proveedor neutral toma los informes y se convien

de forma segura y confidencial a un profesional de Recursos Humanos para su investigación inmediata;

- (2) Su representante local de Recursos Humanos o su director regional de Recursos Humanos; o
- (3) La unidad de Relaciones con el empleado de ABM en (415) 351-4367.

Para cuestiones que no estén cubiertas en esta política, converse primero la situación con su supervisor inmediato como parte de la política de "puertas abiertas" de la empresa. Podrá encontrar una explicación de esta política en el manual de políticas para el empleado.

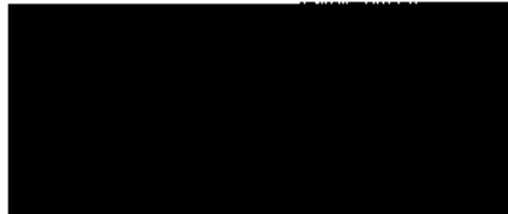
Respuesta de la empresa a los informes

Los informes serán evaluados y asignados a un profesional designado del departamento de Recursos Humanos para una investigación inmediata, completa y objetiva. La información será tratada lo más confidencialmente posible dada la necesidad de llevar adelante una investigación completa y justa. Si la empresa determina que se ha producido una conducta que viole esta política, tomará medidas correctivas adecuadas e inmediatas. Esto puede incluir medidas disciplinarias o el despido de la persona que participó de una conducta incorrecta y/u otras medidas cuyo fin es evitar el futuro acoso.

Las represalias contra un empleado por presentar un informe de acoso de buena fe o por participar en una investigación sobre violaciones a esta política están estrictamente prohibidas por la empresa y por la ley y resultará en medidas disciplinarias adecuadas que pueden incluir el despido.

Gracias por colaborar y ayudarnos a crear un entorno laboral positivo. Todos compartimos la responsabilidad.

Julio de 2012



He leído y entiendo esta política y acuerdo respetarla:

Nombre en letra de imprenta: Diana SANCHEZ

Firma: Diana Sanchez

Fecha de firma: 12-7-12

EXHIBIT “B”

POLÍTICA DE RELACIONES CONSENSUALES

El compromiso de ABM es proporcionar a todos los empleados un entorno de trabajo libre de acoso. La política escrita de ABM contra el acoso sexual se aplica a todos los empleados de la compañía, incluidos los supervisores, gerentes y ejecutivos.

ABM no prohíbe las relaciones personales/románticas entre empleados siempre y cuando cada uno de ellos consienta voluntariamente dicha relación y ésta no afecte su desempeño ni impacte negativamente en los negocios de ABM o en su personal. La política sobre nepotismo de ABM advierte sobre la ocurrencia de posibles conflictos de interés cuando un empleado mantiene una relación o participa de alguna actividad que afecta sus decisiones, y asimismo establece que deberán realizarse todas las acciones posibles para evitar dichos conflictos de interés reales o aparentes.

ABM se reserva el derecho de tomar las acciones pertinentes a fin de asegurar que las relaciones personales/románticas no resulten en favoritismo, no perjudiquen la moral y/o seguridad del empleado ni generen conflictos de interés reales y/o aparentes.

ABM espera que todos sus empleados se comporten de manera profesional al llevar a cabo actividades relacionadas con su trabajo en ABM. No se tolerarán conductas románticas en el entorno de trabajo. ABM no tolerará conductas con connotaciones sexuales en el lugar de trabajo.

A fin de asegurar que las relaciones personales/románticas no violen la política sobre acoso sexual y nepotismo de ABM, la compañía requiere que los empleados involucrados en tales relaciones cumplan con las siguientes disposiciones:

- Notificar al Departamento de Recursos Humanos sobre la relación.
- Estudiar la política de ABM en la que se prohíbe el acoso sexual.
- Firmar el Acuerdo de Relaciones Consensuales de ABM.
- Acordar la posible reasignación u otras modificaciones si la relación involucra a un empleado subordinado.
- Evitar el comportamiento inapropiado en el lugar de trabajo.
- Notificar al Departamento de Recursos Humanos en caso de que la relación termine.

EXHIBIT “C”

ACUERDO DE RELACIONES CONSENSUALES

He leído con atención y comprendo la Política de Relaciones Consensuales de ABM y la política en la que se prohíbe el acoso sexual. Mi relación con _____ ha sido y es voluntaria, consensual y acogida con agrado. No permitiré que dicha relación afecte nuestra relación laboral o el entorno de trabajo. No me conduciré ni me dirigiré a otras personas de manera inapropiada u ofensiva en el trabajo. No asumiré conductas de favoritismo en el entorno de trabajo ni trataré a otros empleados menos favorablemente debido a la relación. Asimismo, comprendo que puedo terminar esta relación en cualquier momento y que, de hacerlo, esto no afectará negativamente a mi trabajo. ABM se reserva el derecho de tomar las acciones pertinentes a fin de asegurar que las relaciones personales/románticas no resulten en favoritismo, no perjudiquen la moral y/o seguridad del empleado ni generen conflictos de interés reales y/o aparentes.

Angeli Sanchez
Nombre del empleado

12-7-12
Fecha

EXHIBIT “D”



Business & Industry
2001 22nd Ave S.
Seattle, WA 98144
206.294.1418

June 2, 2017

Via FedEx

Marla Paramo
915 W Griffith Way
Fresno, CA 93705

Dear Ms. Paramo:

We have received notification that you may have complaints against certain coworkers. We take any such complaints very seriously. As a result, we have retained Susan Hatmaker to investigate your allegations. She will be contacting your attorney, Ana de Alba, to coordinate an interview with you. Of course, we ask for your cooperation during this investigation process.

In the interim, please be sure to retain any documents (e.g., forms, letters, handwritten notes, emails, text messages, voicemails, etc.) related to this matter that you may have at work, home or anywhere else. Please do not destroy or alter any of these documents and keep them until you are notified otherwise. If any potentially relevant information may have already been destroyed, please let Ms. Hatmaker know during your interview.

We understand from communication with your attorney that you have requested to not be in the workplace during the investigation into your recent complaint. We are willing to accommodate your request and place you on paid administrative leave throughout the duration of the investigation. As you know from the information we sent under separate cover, ABM takes your claim very seriously and will conduct a prompt, objective, thorough, and confidential (to the extent possible) investigation of your complaint.

ABM is committed to providing a work environment that is free from all forms of harassment and discrimination. Retaliation against an employee for making a good-faith report of harassment is strictly prohibited by the Company and the law and will result in appropriate disciplinary action, up to and including termination of employment. If you feel that anyone is treating you improperly because you have made this claim, I expect and request you to bring it to our attention immediately so we can respond.

Your safety and the safety of all employees are paramount to ABM. Should you need or request any further accommodations in this regard to ensure a safe workplace, please let us know immediately.

If you have any questions about this or if you feel there is something more that we should be doing, please contact me immediately at 206-294-1418, brian.tyl@abm.com.

EXHIBIT “E”



Business & Industry
2001 22nd Ave S.
Seattle, WA 98144
206.294.1418

August 24, 2017

VIA FEDEX

Rocio Barbosa
2846 N 2nd Street
Fresno, CA 93703

Re: Investigation Notification

Dear Ms. Barbosa:

As you are aware, you raised concerns about potential inappropriate behavior or misconduct by Allen Juarez, Jose Jimenez, Juan Ornelas, Tony Bautista and Moises Ornelas against you. Upon receiving the concerns, ABM retained an independent investigator to thoroughly investigate the matters raised.

Understandably, for reasons of confidentiality, all of the actions ABM has taken as a result of that investigation cannot be shared. However, you should know that Allen Juarez, Jose Jimenez, Juan Ornelas, Tony Bautista and Moises Ornelas will not be working at any jobsite where you work. Please contact me no later than September 1, 2017 to discuss your work status.

Please know that retaliation or discrimination against an employee for making a good-faith report is strictly prohibited by the Company and will result in appropriate disciplinary action, up to and including termination of employment. Contact me immediately if you believe that you are being retaliated or discriminated against for any reason, including you making your report. In addition, I want to remind you that ABM has a number of ways in which you may report concerns. Those include:

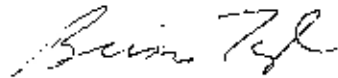
- You can call the ABM Hotline at 1-877-253-7804. The Hotline is staffed 24 hours a day, 7 days a week. Specialists are available to take calls in any language.
- You can report an issue online at abmhotline.ethicspoint.com.
- You can report an issue to your local Human Resources representative or director.
- You can report an issue to your supervisor and/or manager.
- You can call the ABM Employee Relations department at 415-351-4367.

- As noted above, you can also call me at 206-294-1418.

Finally, this will confirm that you have been asked to retain any and all documents or information related to this matter that you may have at work, home or anywhere else (such as letters, handwritten notes, email, text messages, voice mail messages etc.). Moreover, you are asked to contact me immediately if you would like to provide any further information related to this matter.

I look forward to hearing from you by Friday, September 1, 2017.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Tyl".

Brian Tyl, Director Regional de Recursos Humanos
206 294-1418

Cc: Ana de Alba



Business & Industry
2001, 22nd Ave S.
Seattle, WA 98144
206.294.1418

24 de agosto de 2017

VIA FEDEX

Rocio Barbosa
2846 N 2nd Street
Fresno, CA 93703

Re: Notificación de Investigación

Estimada Sra. Barbosa:

Como saben, han expresado su preocupación por posibles comportamientos inapropiados o conductas indebidas por parte de Allen Juárez, José Jiménez, Juan Ornelas, Tony Bautista y Moises Ornelas en su contra. Al recibir las preocupaciones, ABM mantuvo un investigador independiente para investigar a fondo las cuestiones planteadas.

Es comprensible que, por razones de confidencialidad, todas las acciones que ABM ha tomado como resultado de esa investigación no puedan ser compartidas. Sin embargo, usted debe saber que Allen Juárez, José Jiménez, Juan Ornelas, Tony Bautista y Moises Ornelas no trabajarán en ningún sitio de trabajo donde trabaje. Póngase en contacto conmigo a más tardar el 1 de septiembre de 2017 para discutir su estado laboral.

Sepa por favor que la represalia o la discriminación contra un empleado para hacer un informe de buena fe está terminantemente prohibida por la compañía y dará lugar a la acción disciplinaria apropiada, hasta e incluyendo la terminación del empleo. Póngase en contacto conmigo de inmediato si cree que está siendo objeto de represalias o discriminación por cualquier motivo, incluido el hecho de que usted haya presentado su informe. Además, quiero recordarles que ABM tiene varias maneras de reportar sus preocupaciones. Estos incluyen:

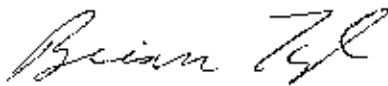
- Puede llamar a la Línea Directa de ABM al 1-877-253-7804. La Línea Directa cuenta con personal 24 horas al día, 7 días a la semana. Los especialistas están disponibles para recibir llamadas en cualquier idioma.
- Puede informar un problema en línea en abmhotline.ethicspoint.com.
- Puede reportar un problema a su representante o director de Recursos Humanos local.
- Puede reportar un problema a su supervisor y / o gerente.

- Puede llamar al Departamento de Relaciones con los Empleados de ABM al 415-351-4367.
- Como se mencionó anteriormente, también puede llamarme al 206-294-1418.

Por último, esto confirmará que se le ha pedido que retenga todos y cada uno de los documentos o información relacionada con este asunto que usted pueda tener en el trabajo, en casa o en cualquier otro lugar (como cartas, notas manuscritas, correo electrónico, mensajes de texto, .). Además, se le pide que me contacte de inmediato si desea proporcionar más Información relacionada con este asunto.

Espero tener noticias tuyas antes del viernes 1 de septiembre de 2017.

Sinceramente,



Brian Tyl, Director Regional de Recursos Humanos
206-294-1418

Cc: Ana de Alba